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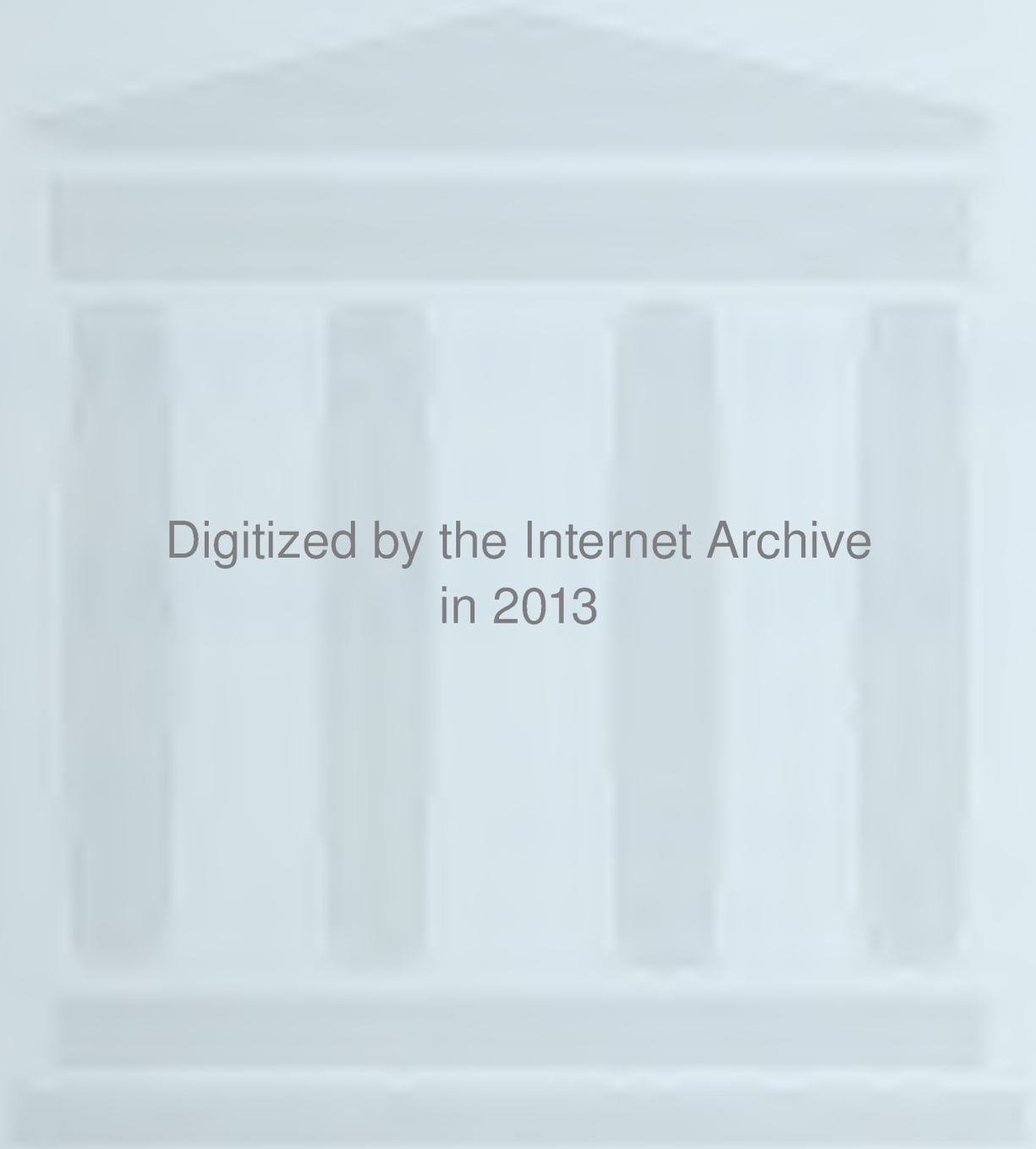
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COMMISSION MEETING

JANUARY 10, 2002

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NOTICE

THE REGULARLY SCHEDULED MEETING OF THE SAN FRANCISCO HOUSING AUTHORITY COMMISSION WILL BE HELD ON THURSDAY, JANUARY 10, 2002 AT 4:00 P.M. AT 440 TURK STREET, SAN FRANCISCO, CALIFORNIA, 94102

AGENDA
January 10, 2002
[AMENDED]

1. ROLL CALL

   Sululagi Palega, Sr., President
   Julie Lee, Vice President
   Shirley Byrd, Commissioner
   Paula L. Kitses, Commissioner
   Rev. Edgar E. Boyd, Commissioner
   George R. Brown, Commissioner
   Betty J. Smith, Commissioner

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES 12/13/01 (see ↓)

4. GENERAL COMMUNICATIONS

5. REPORT OF ACTING SECRETARY

6. COMMITTEE REPORTS

   Diversity Committee – Report regarding meeting of 12/27/01
   Finance Committee - Report regarding meeting of 12/18/01
   Personnel Committee – Nothing to report

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7. REPORT OF GENERAL COUNSEL

8. TENANT REPRESENTATIVE REPORT:

City Wide Council - Senior/Disabled
Public Housing Tenants Association (PHTA)

9. PUBLIC COMMENTS ON AGENDA ITEMS: LIMITED TO 2 MINUTES

NOTE: *The public will have the opportunity to comment on agenda items prior to any action taken by the Commission pursuant to the San Francisco Housing Authority Rules Governing Public Testimony adopted 2/23/95 as Resolution No. 4423. Prior to adjournment, after Item No. 11, the public will have the opportunity to comment on items not on the agenda.*

10. UNFINISHED BUSINESS

None

11. NEW BUSINESS

(A) RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO AMEND THE ADMISSIONS AND CONTINUED OCCUPANCY POLICY ← see: Catalog 352.25 HA17a

(B) RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO PROVIDE FUNDING TO ESTABLISH BLANKET PURCHASE ORDERS FOR FLEET VEHICLE REPAIRS, MAINTENANCE, BODY REPAIR, TIRE SERVICE AND TOWING WITH VARIOUS LOCAL SMALL BUSINESS AUTOMOTIVE REPAIR SHOPS IN AN AMOUNT NOT TO EXCEED $180,000 DURING FISCAL YEAR 2001-2002

12. PUBLIC COMMENTS ON ITEMS NOT ON AGENDA

13. COMMISSIONER'S COMMENT AND REPORT

14. CLOSED SESSION

A closed session is scheduled with the General Counsel under Government Code §54956.9(a) to discuss potential litigation and legal issues (case name unspecified to avoid jeopardizing existing settlement negotiations).

15. RECONVENING OF COMMISSION MEETING

16. ADJOURNMENT

_____

GREGG FORTNER, Acting Executive Director

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DATE: January 3, 2002

TO: San Francisco Housing Authority Commission

Sululagi Palega, Sr., President
Julie Lee, Vice President
Shirley Byrd, Commissioner
Paula L. Kitses, Commissioner
Rev. Edgar E. Boyd, Commissioner
George R. Brown, Commissioner
Betty J. Smith, Commissioner

FROM: Gregg Fortner, Acting Executive Director

SUBJECT: RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO AMEND THE ADMISSIONS AND CONTINUED OCCUPANCY POLICY

OVERVIEW

On August 23, 2001, the SFHA Commission approved the new Admissions and Continued Occupancy Policy (ACOP) to meet the requirements of the Quality Housing and Work Responsibility Act of 1998 (QHWRA). The document that was approved was a work in progress that began in 2000. Between the time the completed document was originally presented to the Commission and when it was actually approved in August 2001, there were final rulings on several issues. The proposed revisions will implement the final ruling requirements.

In addition, the August 2001 version of the document was more policy than procedure. In order to streamline the information process, and to assure staff and residents that everyone is working from the same page, the proposed revision incorporates the detailed procedures that govern eligibility and property management. This prevents the need for a separate Desk Manual.

1. Minimum Rent
   The proposed document describes in more detail the steps necessary to reduce household rents due to financial hardship. The August 2001 document was too vague for practical and consistent implementation.

2. Pet Policy
   HUD consultants recommended the proposed changes based on the inconsistencies between the August 2001 ACOP and current regulations. The proposed revision is no less stringent than the current policy. Instead, the revision gives more clear instruction as to the implementation of the policy and the circumstances that would lead to an eviction for noncompliance. This change will enable the SFHA to be more assertive dealing with residents who violate the pet policy and threaten the safety and right to peaceful enjoyment by other residents.

3. Community Service Lease Requirement
   This statutory section has been reversed and all references to it have been removed from the ACOP.

4. Non-Citizen Rule
   The final ruling requires all housing authorities to fully implement all the statutory requirements regarding providing assistance to non-citizens. The SFHA can no longer provide full assistance to non-citizens and must prorate rent accordingly. In addition, the proposed ACOP states that current residents who have no qualifying household members will not be evicted. Instead, the household will pay the established Flat Rent for that unit type.

5. Local Preferences
   The August 2001 document establishes the SFHA's local preferences. However, it did not assign specific point values to each preference. The proposed document not only assigns the point values, it details the process for verifying the preferences as well as the acceptable supporting third-party documentation. The point values are critical in implementing the new preferences into the computer system.

6. Family Choice of Rent Payment
   The proposed version of the ACOP describes the process for establishing the Flat Rents, effective October 1, 2002.

OBJECTIVE

The objective of this resolution is to ensure that the Authority complies with the QWHRA's mandates, including final rulings, and that they are implemented in a fair and reasonable manner. In order to implement the mandates effectively and consistently, it is necessary to provide more detailed procedures from which the staff will work.

PRESENT SITUATION

The Authority began implementation of the August 2001 ACOP effective January 1, 2002. Implementation of the proposed revision will commence immediately upon Commission approval.

ANTICIPATED OUTCOME

It is anticipated that this resolution will ensure that fair and reasonable procedures are implemented pursuant to the Authority's obligations to comply with the QHWRA mandates. Further, it is mandated that all policy statements and amendments to the Admissions and Continued Occupancy Policy that add required sections of the QHWRA be approved by the Board and provide for any subsequent procedural amendments.

WHO BENEFITS

This resolution benefits: 1) the Authority by ensuring compliance with the relevant sections of the QHWRA and 2) residents by ensuring clear and consistent application of all policies and procedures.

BUDGET CONSIDERATION

This resolution has no budgetary impact on the Authority.

POLICY IMPLEMENTATION

The Board will adopt an amendment to the Admissions and Continued Occupancy Policy for Low-Income Public Housing.

RECOMMENDATION

It is recommended that the Board approve the resolution authorizing the Acting Executive Director to amend the Admissions and Continued Occupancy Policy for Low-Income Housing to adopt the policy and procedures for compliance with the Quality Housing and Work Responsibility Act of 1998 (QHWRA).

RESOLUTION NO. _____

DATE ADOPTED: _____

RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO AMEND THE ADMISSIONS AND CONTINUED OCCUPANCY POLICY

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) adopted the Quality Housing and Work Responsibility Act (QHWRA) of 1998; and

WHEREAS, the San Francisco Housing Authority adopted an amended Admissions and Continued Occupancy Policy on August 23, 2001; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has issued subsequent final rulings on various mandates of the Quality Housing and Work Responsibility Act (QHWRA) of 1998; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

The Acting Executive Director is hereby authorized to amend the Admissions and Occupancy Policy for Low-Income Housing Programs, which states the policy and procedures for implementing all sections of the Quality Housing and Work Responsibility Act of 1998 (QHWRA), including final rulings to date.

APPROVED AS TO FORM AND LEGALITY:

Carl L. Williams

CARL WILLIAMS, General Counsel

Date: 1-4-02

REVIEWED BY:

GREGG FORTNER, Acting Executive Director

Date: 1/4/02

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JANUARY 4, 2001

TO: SAN FRANCISCO HOUSING AUTHORITY COMMISSION

Sululagi Palega, Sr., President
Julie Lee, Vice- President
Shirley Byrd, Commissioner
Paula Kitses, Commissioner
Rev. Edgar E. Boyd, Commissioner
George Brown, Commissioner
Betty J. Smith, Commissioner

FROM: Gregg Fortner, Acting Executive Director

SUBJECT: RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO APPROVE FUNDING TO ESTABLISH BLANKET PURCHASE ORDERS FOR FLEET VEHICLE REPAIRS, MAINTENANCE, BODY REPAIR, TIRE SERVICE AND TOWING WITH VARIOUS LOCAL SMALL BUSINESS AUTOMOTIVE REPAIR SHOPS IN AN AMOUNT NOT TO EXCEED $ 180,000 DURING THE FISCAL YEAR 2001-2002

Overview/Background:

The attached resolution is submitted for your review and approval, to authorize the continued funding for necessary vehicle repairs on Authority fleet vehicles. The Authority procures vehicle and repair services from a number of small, local automotive repair shops throughout the City and County of San Francisco, including some that are minority business enterprises. Recently the Authority contacted several local automotive repair shops to compare cost and hourly rates for various automotive repairs. After careful analysis and review it appears that several of the automotive vendors' hourly rates are comparable to the Authority's current list of vendors, however, hourly rates quoted by a few of the vendors contacted were higher than the Authority's current vendors. The average hourly rate for automotive repairs appears to be between $75.00- $85.00 and some repair shops quoted hourly rates at $98.00 for both trucks and passenger vehicles. Included in the list of vendors is an additional vendor, Golden Gate Tow, which provides services at a lesser cost than current Tow service provider.

While conducting the survey of local vendors, careful consideration was given to the geographical location of various repair shops. Particular attention was given to repair shops within close proximity to Authority offices and developments. Many of the Authority vehicles, particularly maintenance vehicles, pickup trucks and dump trucks operate in the Southeast sector of the City (Hunters Point, Potrero Hill, and Sunnydale) and dependable vendors in this particular area will reduce travel time when vehicles need repair.

Present Situation:

Currently the San Francisco Housing Authority has approximately 174 vehicles; pick-up trucks, passenger, vehicles, dump trucks, vans, ¾ and ½ ton pickup utility trucks, forklifts, trailers and specialized vehicles which are used daily for maintenance operations and routine Authority business.

Many of the Authority's current automotive vendors are geographically located throughout the city close to many of the Authority developments. Over the years, the automotive repair vendors have displayed a strong commitment to the quick turnaround and sometimes negotiated costs for Authority vehicles. The Authority is currently installing a new revised fleet maintenance program that more accurately tracks and monitors vehicle repairs. The new vehicle maintenance program will include a preventative maintenance program that allows for annual inspections of older vehicles to reduce repair costs, forecast potential problems and provide greater safety for drivers.

Projected Cost of Resolution:

The amount is not to exceed $180,000.00 during fiscal year 2001/02

Funding Source:

Funding is available through Capital Fund Program Funds, Section 8, Hope VI, and the Low Income Operating Budget for Fiscal Year 2001/02.

Anticipated Outcome:

The anticipated outcome will occur in the following areas:

1. Continued safe operation of Authority vehicles
2. Cost savings
3. Maintenance response throughout the city

Benefit:

The Authority will benefit through the use of the selected vendors that have for the past few years performed fleet repair services in an acceptable manner and provided an acceptable turnaround of Authority vehicles during repair without causing a significant interruption in services to public housing residents. Additionally, this Resolution will provide the opportunity to include an additional vendor that provides services at a lower rate than one of the current vendors, resulting in a significant cost saving for the Authority in addressing abandoned vehicles.

Policy Implementation:

No policy implementation.

Budget Consideration:

To continue with the services of these automotive firms through the 2001-2002 fiscal year, funding is proposed from a combination of the following sources:

1. Capital Fund Program
2. Section 8
3. Hope VI
4. Low Income Operating Budget for Fiscal Year 2001/02

Recommendation:

After careful review and survey of the hourly rates of several automotive vendors throughout the City and their geographical locations, the vendors described in the this resolution provides comparable rates and timely response to Authority vehicle needs, the selection of the small business automotive vendors described in the resolution is recommended. The hourly rates of several of the current vendors are considerably lower than those surveyed.

RESOLUTION NO._____

DATE ADOPTED: _____

RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO PROVIDE FUNDING TO ESTABLISH BLANKET PURCHASE ORDERS FOR FLEET VEHICLE REPAIRS, MAINTENANCE, BODY REPAIR, TIRE SERVICE AND TOWING WITH VARIOUS LOCAL SMALL BUSINESS AUTOMOTIVE REPAIR SHOPS IN AN AMOUNT NOT TO EXCEED $180,000 DURING FISCAL YEAR 2001-2002

WHEREAS, the Authority procures vehicle repairs and maintenance services from a number of small, local automotive repair shops throughout the City and County of San Francisco, including some that are minority business enterprises; and

WHEREAS, the automotive repair shops being utilized by the Authority include the following:

- A.A. Quality Auto Repair (MBE)
- George's Repair & Front End, Inc.
- J&S Auto Repair Shop (MBE)
- A & C Auto Clinic
- Gage Automotive
- Rick's Tire Service
- P&S Towing
- Golden Gate Tow

WHEREAS, the Authority solicited ten (10) automotive repair shops including tire repair and towing companies for prices, hourly rates and quotes on the types of repairs required for most Authority vehicles and their close proximity to Authority maintenance yards and developments; and

WHEREAS, the prices and hourly rates of the automotive vendors contacted quoted competitive rates and in some cases exceed the rates of current vendors; and

WHEREAS, the Authority has in place a fleet maintenance program and each of the above vendors has provided and performed fleet services in an acceptable manner; and

WHEREAS, in accordance with Procurement Regulations under 24 CFR, part 85.36, the award of contracts should be made on an as-needed basis; and

WHEREAS, these services are solicited in compliance with small purchasing procedures under procurement regulations at 24 CFR, Part 85.36; and

WHEREAS, funding for the aforementioned services is available as part of the Authority's Comp Grant Program Funds, Section 8, Hope VI, and Operating Budget for Fiscal Year 2001/02

NOW, THEREFORE BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISO THAT:

1. The Acting Executive Director is authorized to provide funding to establish blanket purchase orders for fleet vehicle repairs, maintenance, body repair, tire service and towing with various local small business automotive repair shops in amount not to exceed $180,000.00 during fiscal year 2001-2002.

2. This resolution is effective immediately.

APPROVED AS TO FORM AND LEGALITY:

Carl L. Williams

CARL L. WILLIAMS, General Counsel

Date 1-4-02

REVIEWED BY:

GREGG FORTNER, Acting Executive Director

Date 1/4/02

Item #11 (A)

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ADMISSIONS AND CONTINUED OCCUPANCY POLICY

San Francisco Housing Authority
440 Turk Street
San Francisco, CA 94102

From Agenda 1/24/02

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HOUSING AUTHORITY
OF THE
CITY AND COUNTY OF SAN FRANCISCO

Minutes of Regular Meeting
Thursday, January 10, 2002

440 Turk Street
San Francisco, California

The Housing Authority of the City and County of San Francisco met in regular session at 440 Turk Street, San Francisco, California on Thursday, January 10, 2002, at 4:00 p.m.

The meeting was called to order by President Palega at 4:08 p.m.

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1. ROLL CALL

Roll call found the following members to be:

PRESENT: *Sululagi Palega, Sr., President*
Julie Lee, Vice President
Shirley Byrd, Commissioner (Arrived 4:10 p.m.)
Rev. Edgar E. Boyd, Commissioner
Betty J. Smith, Commissioner

ABSENT: *Paula L. Kitses, Commissioner*
EXCUSED: *George R. Brown, Commissioner*

A quorum was present.

ALSO PRESENT: *Mr. Gregg Fortner, Acting Executive Director*
Mr. Carl L. Williams, General Counsel

2. APPROVAL OF AGENDA

Amendment to the agenda: remove Item 11B. Vice President Lee moved to approve the agenda with the amendment and Commissioner Boyd seconded the motion. The amended agenda of January 10, 2002 was UNANIMOUSLY APPROVED.

3. APPROVAL OF MINUTES

Commissioner Boyd made one correction to the minutes and that was to show him as "Excused" on the certificates (not Absent). Vice President Lee moved to approve the minutes with the correction and Commissioner Boyd seconded the motion. The minutes of the regular meeting of December 13, 2001 were UNANIMOUSLY APPROVED.

[Note: Commissioner Byrd arrived at 4:10 p.m. right before General Communications.]

4. GENERAL COMMUNICATIONS

Mr. Fortner noted that the following documents have been forwarded to the Commission:

- Report prepared by Customer Service regarding Resident Council Election Schedule and City Wide Public Housing Election Procedures
- Copy of letter to Catherine Lamberg regarding Crime Analysis with attachment of a graph showing SFHA Crime Rate Trends
- Memo regarding Workforce Development, Request for Qualification
- Commission Request Log and attachment: Crime Report for the period November 2001-December 2001.

5. REPORT OF ACTING SECRETARY

Mr. Fortner explained why Resolution 11B was deleted. This resolution was seeking approval to decline HUD HOPE that was acquired in 1996 for demolition at 951 Eddy Street. Subsequent to 1996, the SFHA decided to rehab 951 Eddy using the Force Account crew. SFHA was informed that the money could not be used for partial demolition. This situation has been ongoing for quite some time and was just now brought to Mr. Fortner's attention. He asked to have the resolution removed from the agenda so that he could approach HUD again and try to get the money moved and/or reprogrammed.

Mr. Fortner invited Catherine Lamberg from Memphis TARC to attend the next Commission meeting, January 24 and she has accepted the invitation. She and her team will be in town the week of January 22.

The demolition project at North Beach is moving along quite well.

On Tuesday of this week at City Hall there was a ceremony to commemorate the signing of an MOU between the San Francisco Police Department and the African-American community. There were close to 300 people in attendance including a number of SFHA commissioners and public housing residents. There was a good showing of residents representing a cross section of the community.

The SFHA is going to start initiatives to increase voter registration and turn out in public housing. There are over 17,000 residents over the age of 18 in public housing and Section 8 who are not registered to vote. Residents need to know that they have the power of the vote to change and improve their situation. Mr. Fortner stated that he would be giving a report on this at the next Commission meeting. This would be a two-prong approach: voter registration and voter turn out. Commissioner Byrd called attention to an earlier resolution adopted by the Commission regarding voter registration. She asked to review that resolution and incorporate it into the report.

President Palega asked for a status report on the RFQ for security. Mr. Fortner called on Jim Williams to give a brief update. Mr. Williams stated that 11 proposals were received. Background checks and references have been conducted and the interview process should being shortly.

6. COMMITTEE REPORTS

Diversity Committee – Commissioner Byrd stated that the Committee met on December 27 and reviewed the amendments to the Admissions and Continued Occupancy Policy. The information was consolidated and combined into one document. There have been no major changes.

Finance Committee – President Palega stated that the Committee met on December 18 and reviewed the budget situation and noted that the SFHA is running a deficit. Mr. Fortner clarified that the deficit is for FY 00-01. The SFHA has a balanced budget for FY 01-02. Commissioner Boyd encouraged staff to develop a structured incentive plan to encourage residents to utilize a lower level of utilities, thus cutting costs in that area.

Personnel Committee - Nothing to report.

7. REPORT OF COUNSEL

Mr. Carl L. Williams stated that a closed session was scheduled today to discuss pending litigation.

8. TENANT REPRESENTATIVE REPORT

City Wide Council - Senior/Disabled: William Vitalie, President, stated that the Council will be meeting on January 24 and Mr. Fortner will be attending. The Council will also be holding elections for officers on January 14. Mr. Vitalie requested better outreach to the senior/disabled residents from the Computer Learning Center.

Public Housing Tenants Association (PHTA) - None

9. PUBLIC COMMENTS ON AGENDA ITEMS: LIMITED TO 2 MINUTES

NOTE: *The public will have the opportunity to comment on agenda items prior to any action taken by the Commission pursuant to the San Francisco Housing Authority Rules Governing Public Testimony adopted 2/23/95 as Resolution No. 4423. Prior to adjournment, after Item No. 11, the public will have the opportunity to comment on items not on the agenda.* – None

10. UNFINISHED BUSINESS - None

11. NEW BUSINESS:

(A) RESOLUTION NO. 5012

RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO AMEND THE ADMISSIONS AND CONTINUED OCCUPANCY POLICY

Naja Boyd, Administrator of Customer Service, and Beverli Marshall, Director of Housing Management, presented this resolution requesting authorization to amend the Admissions and Continued Occupancy Policy. Ms. Boyd noted that the Board approved this policy last August. Since that time there have been some final rulings by HUD. The documents have been updated to include those final rulings along with procedures on how the SFHA is going to carry out the policy. No significant modifications have been made. The Resident Advisory Board and the Diversity Committee of the Commission met on December 7 and December 27, respectively, and reviewed the amended ACOP.

Commissioner Byrd moved to approve Resolution No. 5012 and Commissioner Boyd seconded the motion. Resolution No. 5012 was UNANIMOUSLY APPROVED.

(B) RESOLUTION NO. 5013

RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO PROVIDE FUNDING TO ESTABLISH BLANKET PURCHASE ORDERS FOR FLEET VEHICLE REPAIRS, MAINTENANCE, BODY REPAIR, TIRE SERVICE AND TOWING WITH VARIOUS LOCAL SMALL BUSINESS AUTOMOTIVE REPAIR SHOPS IN AN AMOUNT NOT TO EXCEED $180,000 DURING FISCAL YEAR 2001-2002

Jim Williams, Director of Administrative Services, stated that this resolution is seeking authorization to approve funding to establish purchase orders for repairs of SFHA vehicles. There are currently approximately 174 vehicles in the fleet, consisting of pick up trucks, passenger vehicles, dumpsters, dump trucks, vans, quarter-ton and half ton pick ups, fork lifts and trailers. The SFHA for the past years has worked with several vendors that have provided good service and have been expedient in turning around vehicles. Most vendors are located close to the developments. A telephone survey of about 10 auto repair shops showed that the hourly repair rates are very competitive, and in some cases higher than what is currently being charged. The SFHA would like to continue using these vendors. Since work is performed on an "as needed" basis, hiring residents would be

difficult. In response to Commissioner Boyd's enquiry, Mr. Williams stated that the vendors have been approached and are amenable to hiring residents as apprentices. Working with Waymon Nichols, any resident interested in the automotive trade will be referred. President Palega asked for a quarterly or six-month report on resident employment and contractors. Commissioner Byrd asked that the status report include the number of residents hired, name of the contractors, and the number of residents seeking employment.

Commissioner Boyd moved to approve Resolution No. 5013 and Commissioner Smith seconded the motion. Resolution No. 5013 was UNANIMOUSLY APPROVED.

12. PUBLIC COMMENTS ON ITEMS NOT ON AGENDA - None

13. COMMISSIONER'S COMMENT AND REPORT

President Palega noted that there have been two inaugurations this year: the new City Attorney Mr. Dennis Herrera and Treasurer Susan Leal. Mr. Herrera worked with the SFHA when he was on the Police Commission and he spearheaded the meetings of the joint SFHA and SFPD Commissions. He would like to see those meetings continue. He would also like to see either Vice President Lee and/or Commissioner Boyd be the third member (or alternate) on this Committee along with him and Commissioner Byrd. He stated that it was very important to get the police point of view and work with them on strategizing around public housing issues. This effort also has the support of the Chief of Police. Ms. Leal was sworn in as Treasurer and she has always been a friend of public housing and he hopes to continue this positive relationship.

President Palega thanked Mr. Fortner and staff who worked on getting people out for the signing of the MOU between the Police Department and the African-American community. This has never been done before and it is a tribute to the Mayor to be able to put this together.

Commissioner Byrd and President Palega requested that a letter of congratulations be sent to Dennis Herrera and a letter to the Police Commission stating that the SFHA wishes to continue its joint meetings of the SFHA and SFPD commissions regarding issues of concern to public housing.

14. CLOSED SESSION

At 4:45 p.m., President Palega announced that the Commission had concluded its regular business and would go into closed session.

15. RECONVENING OF COMMISSION MEETING

The Commission reconvened in open session at approximately 6:55 p.m. The Commission met in closed session with General Counsel and counsel from the San Francisco City Attorney's Office to receive a report on the status of the Carmen Rosales, et.al. v. San Francisco Housing Authority, et.al. (United States District Court, Case No. C-95-4509) lawsuit and to discuss possible settlement. Present in the closed session were President Palega, Vice President Lee, and Commissioners Byrd, Boyd, and Smith. Commissioner Byrd moved to authorize settlement of $55,000 with co-plaintiff Mike Meadows and moved to authorize General Counsel and counsel from the City Attorney's office to continue negotiations with plaintiff's counsel toward settlement with plaintiff Carmen Rosales. Commissioner Smith seconded the motion. The motion was UNANIMOUSLY APPROVED.

16. ADJOURNMENT

Commissioner Byrd moved to adjourn the meeting and Commissioner Smith seconded the motion. There being no further business to come before the Commission, the meeting of January 10, 2002 was adjourned at 7:00 p.m.

Gregg Fortner, Acting Executive Director

Sululagi Palega Sr., President

SAN FRANCISCO HOUSING AUTHORITY
440 TURK STREET • SAN FRANCISCO • CALIFORNIA • 94102 • (415) 554-1200

CERTIFICATE

I, **SULULAGI PALEGA, SR.,** duly elected President of the Board of Commissioners of the Housing Authority of the City and County of San Francisco, do hereby certify that the following was adopted at a Regular Meeting of the Commission held on January 10, 2002:

RESOLUTION NO. 5012
RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO AMEND THE ADMISSIONS AND CONTINUED OCCUPANCY POLICY

Attached is a true and correct copy of the Resolution as adopted at the said meeting on file and on record as adopted by the following vote of the Members:

FOR ADOPTION:	**AGAINST ADOPTION:**
Sululagi Palega, Sr.	
Julie Lee	
Shirley Byrd	
Rev. Edgar E. Boyd	
Betty J. Smith	
Absent: Paula L. Kitses	
Excused: George R. Brown	

IN TESTIMONY, WHEREOF, I have hereto set my hand and seal of said Authority this date: _____.

_____
Sululagi Palega, Sr., President

RESOLUTION NO. 5012

DATE ADOPTED: 01/10/02

RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO AMEND THE ADMISSIONS AND CONTINUED OCCUPANCY POLICY

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) adopted the Quality Housing and Work Responsibility Act (QHWRA) of 1998; and

WHEREAS, the San Francisco Housing Authority adopted an amended Admissions and Continued Occupancy Policy on August 23, 2001; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has issued subsequent final rulings on various mandates of the Quality Housing and Work Responsibility Act (QHWRA) of 1998; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

The Acting Executive Director is hereby authorized to amend the Admissions and Occupancy Policy for Low-Income Housing Programs, which states the policy and procedures for implementing all sections of the Quality Housing and Work Responsibility Act of 1998 (QHWRA), including final rulings to date.

APPROVED AS TO FORM AND LEGALITY:

CARL WILLIAMS, General Counsel

Date: 1-4-02

REVIEWED BY:

GREGG FORTNER, Acting Executive Director

Date: 1/4/02

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO • CALIFORNIA • 94102 • (415) 554-1200

CERTIFICATE

I, **SULULAGI PALEGA, SR.,** duly elected President of the Board of Commissioners of the Housing Authority of the City and County of San Francisco, do hereby certify that the following was adopted at a Regular Meeting of the Commission held on January 10, 2002:

RESOLUTION NO. 5013

RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO PROVIDE FUNDING TO ESTABLISH BLANKET PURCHASE ORDERS FOR FLEET VEHICLE REPAIRS, MAINTENANCE, BODY REPAIR, TIRE SERVICE AND TOWING WITH VARIOUS LOCAL SMALL BUSINESS AUTOMOTIVE REPAIR SHOPS IN AN AMOUNT NOT TO EXCEED $180,000 DURING FISCAL YEAR 2001-2002

Attached is a true and correct copy of the Resolution as adopted at the said meeting on file and on record as adopted by the following vote of the Members:

FOR ADOPTION:	**AGAINST ADOPTION:**
Sululagi Palega, Sr.	
Julie Lee	
Shirley Byrd	
Rev. Edgar E. Boyd	
Betty J. Smith	
Absent:	Paula L. Kitses
Excused:	George R. Brown

IN TESTIMONY, WHEREOF, I have hereto set my hand and seal of said Authority this date: _____.

_____

Sululagi Palega, Sr., President

RESOLUTION NO. 5013

DATE ADOPTED: 01/10/02

RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO PROVIDE FUNDING TO ESTABLISH BLANKET PURCHASE ORDERS FOR FLEET VEHICLE REPAIRS, MAINTENANCE, BODY REPAIR, TIRE SERVICE AND TOWING WITH VARIOUS LOCAL SMALL BUSINESS AUTOMOTIVE REPAIR SHOPS IN AN AMOUNT NOT TO EXCEED $180,000 DURING FISCAL YEAR 2001-2002

WHEREAS, the Authority procures vehicle repairs and maintenance services from a number of small, local automotive repair shops throughout the City and County of San Francisco, including some that are minority business enterprises; and

WHEREAS, the automotive repair shops being utilized by the Authority include the following:

- A.A. Quality Auto Repair (MBE)
- George's Repair & Front End, Inc.
- J&S Auto Repair Shop (MBE)
- A & C Auto Clinic
- Gage Automotive
- Rick's Tire Service
- P&S Towing
- Golden Gate Tow

WHEREAS, the Authority solicited ten (10) automotive repair shops including tire repair and towing companies for prices, hourly rates and quotes on the types of repairs required for most Authority vehicles and their close proximity to Authority maintenance yards and developments; and

WHEREAS, the prices and hourly rates of the automotive vendors contacted quoted competitive rates and in some cases exceed the rates of current vendors; and

WHEREAS, the Authority has in place a fleet maintenance program and each of the above vendors has provided and performed fleet services in an acceptable manner; and

WHEREAS, in accordance with Procurement Regulations under 24 CFR, part 85.36, the award of contracts should be made on an as-needed basis; and

WHEREAS, these services are solicited in compliance with small purchasing procedures under procurement regulations at 24 CFR, Part 85.36; and

WHEREAS, funding for the aforementioned services is available as part of the Authority's Comp Grant Program Funds, Section 8, Hope VI, and Operating Budget for Fiscal Year 2001/02

NOW, THEREFORE BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISO THAT:

1. The Acting Executive Director is authorized to provide funding to establish blanket purchase orders for fleet vehicle repairs, maintenance, body repair, tire service and towing with various local small business automotive repair shops in amount not to exceed $180,000.00 during fiscal year 2001-2002.

2. This resolution is effective immediately.

APPROVED AS TO FORM AND LEGALITY:

Carl L. Williams

CARL L. WILLIAMS, General Counsel

Date 1-4-02

REVIEWED BY:

GREGG FORTNER, Acting Executive Director

Date 1/4/02

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COMMISSION MEETING

JANUARY 24, 2002

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COMMISSION MEETING

JANUARY 24, 2024

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NOTICE

THE REGULARLY SCHEDULED MEETING OF THE SAN FRANCISCO HOUSING AUTHORITY COMMISSION WILL BE HELD ON THURSDAY, JANUARY 24, 2001 AT 4:00 P.M. AT 440 TURK STREET, SAN FRANCISCO, CALIFORNIA, 94102

AGENDA
January 24, 2001

1. ROLL CALL

Sululagi Palega, Sr., President
Julie Lee, Vice President
Shirley Byrd, Commissioner
Paula L. Kitses, Commissioner
Rev. Edgar E. Boyd, Commissioner
George R. Brown, Commissioner
Betty J. Smith, Commissioner

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2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES See ↓ 1/10/02

4. GENERAL COMMUNICATIONS

5. REPORT OF ACTING SECRETARY

Introduction of Catherine Lamberg, Director, Troubled Agency Recovery Center (TARC)

6. COMMITTEE REPORTS

Diversity Committee - Nothing to Report
Finance Committee - Nothing to Report
Personnel Committee - Nothing to Report

7. REPORT OF GENERAL COUNSEL

8. TENANT REPRESENTATIVE REPORT:

City Wide Council - Senior/Disabled
Public Housing Tenants Association (PHTA)

9. PUBLIC COMMENTS ON AGENDA ITEMS: LIMITED TO 2 MINUTES

NOTE: *The public will have the opportunity to comment on agenda items prior to any action taken by the Commission pursuant to the San Francisco Housing Authority Rules Governing Public Testimony adopted 2/23/95 as Resolution No. 4423. Prior to adjournment, after Item No. 11, the public will have the opportunity to comment on items not on the agenda.*

10. UNFINISHED BUSINESS - None

11. NEW BUSINESS

(A) RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH CDX BUILDERS INC. TO PROVIDE CONSTRUCTION SERVICES FOR A BUSINESS DEVELOPMENT CENTER AT CAL 1-3, SUNNYDALE, FOR AN AMOUNT NOT-TO-EXCEED $368,000.00.

(B) RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO APPROVE THE LIST OF NON-DWELLING AND EMPLOYEE UNITS FOR SUBMISSION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

(C) RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO EXECUTE AND SUBMIT AN APPLICATION TO THE MAYOR'S OFFICE OF COMMUNITY DEVELOPMENT FOR THE YEAR 2002 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING IN PARTNERSHIP WITH FRIENDS OF THE URBAN FOREST FOR TREE PLANTING AT FAMILY DEVELOPMENTS

(D) RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO EXECUTE AND SUBMIT APPLICATIONS TO THE MAYOR'S OFFICE OF COMMUNITY DEVELOPMENT FOR THE YEAR 2002 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING FOR CONSTRUCTION OF:

1. SECURITY FENCING AT CAL 1-10, POTRERO ANNEX,
2. SECURITY FENCING AT CAL 1-16, ALEMANY,
3. SECURITY FENCING AT CAL 1-18(4), ALICE GRIFFITH,
4. 504 COMPLIANCE WORK AT CAL 1-3, SUNNYDALE,
5. 504 COMPLIANCE WORK AT CAL 1-8, WESTSIDE COURTS

NEW BUSINESS (cont..)

(E) RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO EXECUTE AND SUBMIT TWELVE APPLICATIONS TO THE MAYOR'S OFFICE OF COMMUNITY DEVELOPMENT FOR THE YEAR 2002 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING IN PARTNERSHIP WITH THE SAN FRANCISCO CONSERVATION CORPS (SFCC)

(F) RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO SUBMIT ONE APPLICATION FOR THE YEAR 2002 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING FOR INSTALLATION OF ONE STOREFRONT GLASS PARTITION LOCATED ON THE BREEZEWAY BETWEEN 320 AND 330 CLEMENTINA TOWERS IN PARTNERSHIP WITH TODCO DEVELOPMENT

12. PUBLIC COMMENTS ON ITEMS NOT ON AGENDA

13. COMMISSIONER'S COMMENT AND REPORT

14. CLOSED SESSION

A closed session is scheduled as follows:

1. As authorized by California Government Code §54957.6(a): Conference with Labor Negotiator. Agency Negotiator: Paul Howard and Michael Roetzer. Employee Organization: Municipal Executives Association
2. As authorized by California Government Code §54956.9(a): Conference with General Counsel and Outside Counsel regarding existing litigation and possible settlement: Carmen Rosales v. S.F. Housing Authority, et.al. (Case No. C-95-4509)

15. RECONVENING OF COMMISSION MEETING

16. ADJOURNMENT

GREGG FORTNER, Acting Executive Director

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DATE: JANUARY 18, 2002

TO: SAN FRANCISCO HOUSING AUTHORITY COMMISSIONERS

Sululagi Palega, Sr., President
Julie Lee, Vice President
Shirley Byrd, Commissioner
Paula L. Kitses, Commissioner
Rev. Edgar E. Boyd, Commissioner
George R. Brown, Commissioner
Betty J. Smith, Commissioner

FROM: GREGG FORTNER, ACTING SECRETARY/EXECUTIVE DIRECTOR

SUBJECT: RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH CDX BUILDERS INC. TO PROVIDE CONSTRUCTION SERVICES FOR A BUSINESS DEVELOPMENT CENTER AT CAL 1-3, SUNNYDALE, FOR AN AMOUNT NOT-TO-EXCEED $368,000.00.

OVERVIEW

This resolution authorizes the Acting Executive Director to execute a contract with CDX Builders Inc. to furnish and install the Business Development Center (Teen / Young Adult Development Center). Pre-approval of the bid package was obtained from Authority management prior to publicly issuing the bid packages. The Authority issued Solicitation No: 02-620-IFB-002 on October 29, 2001.

Because of a string of gang/youth-related crimes in and around our developments located in the Sunnydale, Bayview and Hunter's Point neighborhoods (colloquially known as the Big Four) a policy of youth intervention was proposed in early January of 2001. This policy included the concept to build intervention models that might attract teenagers away from illicit activity, and occupy their time with educational, recreational, and developmental programs – essentially a holistic approach to youth development. A location at 1652 Sunnydale Avenue was discovered to be underutilized, and subsequently was proposed as a location of a future Teen/Young Adult Center fully equipped with teen developmental programming.

Further, efforts are underway to identify sites and to fund similar facilities in other SFHA developments.

PROCUREMENT

The procurement process for the action covered by this Resolution meets the procurement standards of 24 CFR 85.36 "Procurement", HUD Handbook 7460.8 REV 1, "Procurement Handbook for Public Housing Agencies and Indian Housing Authorities", the San Francisco Housing Authority Procurement Policy Manual and the State of California and local laws.

The Authority advertised for bidders and outreached to potential bidders as follows:

Past Bidders List, Contractors Blue Book & Yellow Pages: The Authority e-mailed, faxed or mailed its "Request for Bids" to 53 individual contractors listed in the Authority's Past Bidders List, the Contractors Blue Book and telephone directory yellow pages.

HRC: The Authority e-mailed, faxed or mailed its "Request for Bids" to 78 MBE/WBE contractors listed by the San Francisco Human Rights Commission.

Newspapers: The Authority publicly advertised its "Request for Bids" in the following newspapers:

- Daily Pacific Builder (trade publication) 10/29/01 through 11/12/01
- San Francisco Bay View (African American community) 10/29/01 through 11/12/01
- Sing Tao Daily (Asian American Community) 10/31/01 through 11/02/01

Additional Newspapers: The Authority e-mailed its "Request for Bids" to the San Francisco Board of Supervisors office who placed the advertisement in the following community newspapers:

- San Francisco Bay View (African American community),
- El Latino (Hispanic American community),
- El Reportero (Hispanic American community),
- Asian Week (Chinese American community),
- Chinese Times (Chinese American community),
- San Francisco Bay Times (Lesbian/Gay/Bi-sexual/Transgender community),
- San Francisco Spectrum (Lesbian/Gay/Bi-sexual/Transgender community).

Public Agency Websites: The Authority e-mailed its "Request for Bids" to the following agencies who placed the advertisement in their website bulletin boards:

- City and County of San Francisco (City Purchasing Department),
- California State Contracts Register (Office of Small Business Certification and Resources),
- Small Business Administration's PRO-Net (Offices of Government Contracting & Minority Enterprise Development),
- U.S. Department of Commerce's BIDNET (Minority Business Development Agency).

Builders Exchanges: The Authority sent its "Request for Bids", Plans and Specifications to the following Builders Exchanges, where the documents are available to Contractors for review and bid preparation:

- Dodge Scan/Daily Pacific E[illegible]er,
- San Francisco Builders Exchange,
- Peninsula Builders Exchange,
- Builders Exchange of Alameda, County
- Santa Clara Builders Exchange,
- Contra Costa Builders Exchange
- BV2HP Builders Exchange
- MECA Builders Exchange
- Marin Builders Exchange
- Building Exchange of Stockton
- Construction Data Plan Room
- Solano-Napa Builders Exchange
- Building Trades Council

The Authority issued Solicitation No. 02-620-IFB-002 to eight (8) potential bidders. At the pre-bid site inspection on November 15, 2001, ten (10) contractors, the Authority's Consultants and Authority staff were present.

The Authority received two (2) sealed responsible and responsive bids for the work, which were publicly opened and read aloud on November 29, 2001. The submitted bids are as follows:

#	BIDDER	BID	MBE/ WBE	25% RES. HIRE	SUBCONTRACTOR	MBE/ WBE	SOURCE OF BID AWARENESS
1	CDX Builders Inc.	$368,000	Yes,	Yes	1. J.C. Metal Specialists	Yes	City Purchasing Website
					2. Mei Design	Yes	
					3. West Coast Insulation	No	
					4. Roger's Construction	Yes	
					5. N. B. Drywall	Yes	
					6. K. Z. Tile Co.	Yes	
					7. E & E Contractors	No	
					8. Sun East Floors	Yes	
					9. Satellite Painting	No	
					10. Warda Enterprises	No	
					11. House of Louie**	No	
					12. D & D Elevator	No	
					13. SNC Plumbing	No	
					14. Allwood Door Company	No	
					15. Asbestos Management	No	
					16. G. Martin Electric	No	
					17. Signs America**	No	
					18. United California Glass	Yes	
					19. Yum's Mechanical	Yes	

2	Trini Chance Construction	$450,000	Yes	Yes	1. Joe Wang Carpet 2. D & S Association 3. W. L. Electrical 4. J. C. Metal Specialists 5. United California Glass 6. Signs America** 7. Yum's Mechanical 8. Northern Abatement 9. Y & D Cabinet Shop 10. D & D Elevator 11.L. Y. Electrical	Yes Yes No Yes Yes No Yes Yes Yes No Yes	S.F.H.A. Direct Solicitation

** Sub Contractor is a supplier

Per HUD-5369 Instructions to Bidders, the contract award is based on the lowest, responsive and responsible bid. Therefore no panel was required to evaluate qualifications of various bidders for selection. Based on the above bids, CDX Builders Inc. is the lowest, responsive and responsible bidder. The low bid is less than the budgeted amount, and within 10% of the consultant's cost estimate. Approval of the award is pending TARC approval.

OBJECTIVES

The objective of the Resolution is to authorize the Acting Executive Director to enter into a contract with the lowest responsive, responsible bidder for construction of, but not limited to, the Scope of Work Listed below:

1. The work includes general construction, including all structural, mechanical, and electrical construction required to complete the work.

2. The work of this contract consists of remodeling and disabled access modifications to an existing two-story building. The primary work is located at the second floor of 1652 Sunnydale Avenue, San Francisco, California. Secondly, there is some remodeling work at the ground floor building entrance at the lobby and stairs. Thirdly, there is some site-work for a disabled path of travel and parking space. Fourthly, there will be a new disabled accessible vertical wheelchair lift at the rear of the building and an extension to the landing.

PRESENT SITUATION

The second floor of 1652 Sunnydale Avenue presently houses a recording studio, a weight lifting room, a pool table, and some underutilized classroom space. Two toilets are adjacent to the main room. Both the second floor and the ground entrance lobby are in disrepair. The existing steel windows are old, deteriorated, and not in operable condition. The radiators are old and without controls. The entire facility and toilets do not comply with ADA requirements.

ANTICIPATED OUTCOMES

When the remodeling is completed on the second floor, the ground entrance lobby, and the sitework at the 1652 Sunnydale Teen/Young Adult Development Center, it will provide the immediate community and the surrounding neighborhood with a state-of-the-art facility. The new Teen/Young Adult Development Center will have an art/film studio, a full-fledged music recording studio, a computer/technology lab, classroom space and office space, a weightlifting facility, an activities room, a kitchen, a wheel chair lift, and above all, all of the facilities will meet ADA requirements and current building codes.

Through collaborative efforts we have compiled a list of proposed contributors/service providers who will contribute to the operation of this facility. The list will include the following city and non-profit entities:

1. The Private Industry Council (Youth Opportunity San Francisco YO! SF Sunnydale)
2. The Department of Recreation & Park
3. The Department of Human Services
4. San Francisco City College
5. The San Francisco Unified School District
6. The Computer Technology & Educational Center
7. Together United Recommitted Forever (T.U.R.F.)
8. The Ruth E. Smith Foster Care Unity Program

All of the above contributors/service providers and programming are intended to intervene in the lives of Sunnydale's most difficult to reach teenagers and young adults. This facility will engage our youth through educational, employment training, and recreational activities that will help them refocus their lives, or enhance their current educational experience.

Of the above contributors/service providers YO! SF Sunnydale (Private Industry Council) has made the deepest commitment. They intend to use all of their 5-7 million dollars over the next three years exclusively on Sunnydale youth ages 14-24 years old as well as fully furnish the new facility once construction is completed.

Finally, CDX Builders Inc. will provide a two-year guarantee for materials and workmanship, which is double the industry standard.

WHO BENEFITS

As stated above, the SFHA will benefit greatly by having a state-of-the-art youth facility that includes development models to intervene in the lives of some of our most at-risk youth as well as those teens/young adults who only need their lives enhanced. This proposed facility will provide over 200 Sunnydale teenagers and young adults – who are essentially isolated from the plethora of educational and recreational services offered closer to the city core – with opportunities they otherwise would not have through a holistic youth developmental approach.

The teenagers/young adults that utilize this facility will be saturated with many life-transforming programs.

The project will also provide employment for public housing residents under the resident hiring requirements.

BUDGET CONSIDERATIONS

The Sunnydale Business Development Center work will be funded by the Year 2000 CFP (710).

RESIDENT EMPLOYMENT

CDX Builders Inc. is committed to providing, at a minimum, 25 percent resident hiring on this job. CDX Builders Inc. estimates that the project will take 865 hours to complete the work. Resident employees will perform 260 hours or more of the work, which is 30% of the total hours. The Contractor will employ one of his current staff and provide one full time laborer position for a resident.

MBE/WBE STATUS

This Contractor is an MBE/WBE Contractor and a Union Contractor, and will subcontract to eight (8) MBE/WBE subcontractors.

RECOMMENDATION

CDX Builders Inc. has submitted a reasonable bid amount and funding is available through the Authority's Year 2000 CFP (710). Adoption of this Resolution is recommended.

(Prepared by Basil Nicolaou, Bob Dahlstrom, and Ahsha Safai)

RESOLUTION NO._____
DATE ADOPTED: _____

RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH CDX BUILDERS INC. TO PROVIDE CONSTRUCTION SERVICES FOR THE SUNNYDALE BUSINESS DEVELOPMENT CENTER AT CAL 1-3, SUNNYDALE, FOR AN AMOUNT NOT-TO-EXCEED $368,000.00

WHEREAS, the San Francisco Housing Authority (Authority) received two (2) acceptable bids for the Sunnydale Business Development Center at CAL 1-3, Sunnydale as follows:

Bidder	Bid Amount
1. CDX Builders Inc.	$368,000.00
2. Trini Chance Construction	$450,000.00

WHEREAS, CDX Builders Inc. has submitted a bid of $368,000.00 to provide construction services for the Sunnydale Business Development Center at CAL 1-3, Sunnydale; and

WHEREAS, the Department of Housing and Urban Development (HUD) has funded the Authority under the 2000 CFP (710) program to provide these construction services at CAL 1-3, Sunnydale; and

WHEREAS, the procurement process for this contract meets the procurement standards of 24 CFR 85.36 "Procurement", HUD Handbook 7460.8 REV 1 "Procurement Handbook for Public Housing Agencies and Indian Housing Authorities", the San Francisco Housing Authority Procurement Policy Manual and the State of California and local laws; and

WHEREAS, the Authority has evaluated the bid and determined that CDX Builders Inc., is the lowest responsive and responsible bidder; and

WHEREAS, all additional relevant documents submitted by the bidder have been reviewed and found to be in order:

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Acting Executive Director is authorized to execute a contract with CDX Builders Inc. for Construction Services for the Sunnydale Business Development Center at CAL 1-3, Sunnydale, in an amount not-to-exceed $368,000.00

2. This Resolution shall take effect immediately.

APPROVED AS TO FORM AND LEGALITY:

Carl L. Williams

CARL L. WILLIAMS, General Counsel

Date: 1-18-02

REVIEWED BY:

GREGG FORTNER
Acting Executive Director

Date: 1/18/02

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DATE: January 15, 2002

TO: San Francisco Housing Authority Commission

Sululagi Palega, Sr., President
Julie Lee, Vice President
Shirley Byrd, Commissioner
Paula L. Kitses, Commissioner
Rev. Edgar E. Boyd, Commissioner
George R. Brown, Commissioner
Betty J. Smith Commissioner

FROM: Gregg Fortner, Acting Executive Director

SUBJECT: RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO APPROVE THE LIST OF NON-DWELLING AND EMPLOYEE UNITS FOR SUBMISSION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

OVERVIEW

Each year the SFHA must submit a list of all non-dwelling units and employee units for approval by HUD. Before it can be submitted to HUD, the Commission must approve the list. Attached is a matrix listing all of the proposed non-dwelling and employee units – eighty-one (81) total units. The unit purposes are as follows:

1. Employee Units
   There are twenty-two (22) employee units that are used by the resident custodians. It is a requirement of the position that the employees live on site.

2. Tenant Association
   HUD requires all housing authorities to encourage residents to form resident organizations (tenant associations, resident councils, resident management corporations). In that light, we are proposing a total of nine (9) units to be used as tenant association offices.

3. Security Offices
   In response to the need for more security presence on our sites, the SFHA has entered into agreements with the SFPD, Bay Area Patrol, and FOBS to provide additional security at various sites. We have provided a total of seven (7) units as office space/sub-stations as part of the agreements.

4. Resident-Owned Business
   HUD requires all housing authorities to encourage residents to own and operate businesses, especially those that will benefit the development and surrounding community. In response to this requirement, the SFHA has entered into agreements with four (4) residents/resident groups to run businesses in off-line units at various developments.

5. Social Service Organizations
   In recognition of the need for social services to be located on-site to provide health care, child care, after-school and employment readiness program services, the SFHA has entered into agreements with various local community service organizations to have office space at the various developments. There are a total of thirty-nine (39) units provided for this purpose.

RECOMMENDATION

It is recommended that the Commission approve the resolution authorizing the Acting Executive Director to approve the list of non-dwelling and employee units.

RESOLUTION NO. _____

DATE ADOPTED: _____

RESOLUTION TO AUTHORIZE THE ACTING EXECUTIVE DIRECTOR TO APPROVE THE LIST OF NON-DWELLING AND EMPLOYEE UNITS FOR SUBMISSION TO THE U.S. DEPARTMENT OF HOUSING OF URBAN DEVELOPMENT

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) requires that the Board of Commissioners approve all non-dwelling and employee units; and

WHEREAS, the San Francisco Housing Authority is proposing that fifty-nine (59) units be approved as non-dwelling units, as described in the attached matrix; and

WHEREAS, the San Francisco Housing Authority is proposing that twenty-two (22) units be approved as employee units for resident custodians, as described in the attached matrix; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

The Acting Executive Director is hereby authorized to approve the list of non-dwelling and employee units as described in the attached matrix.

APPROVED AS TO FORM AND LEGALITY:

CARL WILLIAMS, General Counsel

Date: 1-18-02

REVIEWED BY:

GREGG FORTNER, Acting Executive Director

Date: 1/18/02

HUD DEV #	DIST #	DEV NAME	DEV #	UNIT #	ADDRESS	Non-Dwelling Use	Non-Dwelling Status Effective Date	Unit Size	Clients Served	Hours of Operation	Comments
CA001002	1	Potrero Terrace	2	20298	1069 Connecticut	Breast Cancer Early Detection Clinic	1/1/02	3	All Residents	Mon-Fri 8am-5pm	SFHA has entered into an agreement with this agency to provide early detection services for residents.
* CA001002	1	Potrero Terrace	2	20136	1090 Connecticut	S.F.P.D. Office - Art House	10/1/99	2	All Residents	Mon-Thurs 4pm-9pm Fri - Sat 2pm-10pm	SFHA has an agreement with the SFPD to maintain a regular presence at this development, another tool in our effort to minimize crime at our developments. The unit is shared with the Art House to provide art-related activities with children residing in Potrero Terrace and the Annex.
CA001002	1	Potrero Terrace	2	20135	1088 Connecticut	Resource Center	7/29/92	2	All Residents	Mon-Fri 8am-5pm	Potrero Hill Resource Center This is an information and referral resource(s) center operated at the Potrero Hill Housing Development. Its purpose is to provide residents with information regarding social services available in the city and county of San Francisco. The office acts as a conduit for residents to obtain needed social services and is also open at other hours for special activities (holiday parties for children, food box distribution to seniors, etc.) There is no lease agreement as this is a service provided by staff of the SFHA.
TOTAL NON-DWELLING UNITS AT POTRERO TERRAC						3					
CA001164	2	Valencia Gardens	4	40101	370 Valencia Street #101	FOBS Security Office	2/21/01	3			2nd Security Office. Heavy drug traffic @ Valencia Gardens between Valencia, 15th Street & Guerrero
CA001164	2	Valencia Gardens	4	40164	1790 15th St. #164	FOBS Security Office	4/23/00	3		Mon-Sun 4pm-2am	SFHA has contracted with FOBS to provide on-site security at some of its developments; the security guards work all night in many cases and require office space.
TOTAL NON-DWELLING UNITS AT VALENCIA GARDE						2					
CA001003	1	Sunnydale	3	30089	1748 Sunnydale	Girls After School Academy	8/31/94	2	Girls: 6-18 yrs.	Mon-Fri 8am-5pm	Girls After School Academy, 1748 Sunnydale Avenue. This is a girls and women-centered program with an emphasis on primary prevention activities. The program operates on the concept of peer mentoring, leadership development, and group work to enhance the quality of life for this at-risk population. Specific programs and counseling services may be scheduled at other hours. There is a lease agreement between the Academy and the SFHA.
CA001003	1	Sunnydale	3	30115	1704 Sunnydale	Private Industry Council	7/10/90	3	All Residents	Mon-Fri 8am-5pm	Private Industry Council Office, 1704 Sunnydale Avenue The Private Industry Council has received a federal Youth Opportunity Grant to provide vocational and employment assessment, counseling, and placement services to youth and young adults. The grant was awarded to specifically target at-risk youth and young adults in Visitation Valley and the Sunnydale Housing Development. Specific goals of the program include motivational programs to assist disenfranchised individuals to be able to obtain and maintain employment at levels other than entry. Some additional programs will be scheduled in the evenings and weekends to accommodate residents. There is a lease agreement between the Council and the SFHA.
CA001003	1	Sunnydale	3	30119	1712 Sunnydale	Security office	5/22/94	2	All Residents	Mon-Sun 4pm-2am	SFHA has contracted with PPS to provide on-site secuirty at some of its developments; the security guards work all night in many cases and require office space.
CA001003	1	Sunnydale	3	30230	1653 Sunnydale	Tenant Association office	10/19/95	2	All Residents	Tues, Wed Thurs, Fri	The SFHA allows the tenant association to use this space for its meetings and any other activities it conducts for the benefit of the community and is apart of the Agency's commitment to tenant empowerment.
CA001003	1	Sunnydale	3	30472	170 Brookdale	Computer Learning Center	1/1/02		All Residents	Mon-Fri 8am-5pm	The SFHA has made this unit available temporarily while a the Community/Teen Center is being remodeled at the Community Center (1652 Sunnydale).
TOTAL NON-DWELLING UNITS AT SUNNYDALE:						5					

HUD DEV #	DIST #	DEV NAME	DEV #	UNIT #	ADDRESS	Non-Dwelling Use	Non-Dwelling Status Effective Date	Unit Size	Clients Served	Hours of Operation	Comments
CA001008	2	Westside Courts	6	60126	2547 Sutter #126	Tenant Association office	3/9/98	1	All Residents	Mon-Sun 4pm-1am	Tenant Association
CA001008	2	Westside Courts	6	60228	2551 Sutter # 228	Security office	11/1/01	1			Contract with Bay Area Patrol
TOTAL NON-DWELLING UNITS AT WESTSIDE COURTS:						2					
CA001009	2	Westbrook Apts	7	70131	1 Harbor Rd.	Referral Health Center	11/1/01	4	All Residents		The SFHA has entered into an agreement with the Community Health Network to operate the clinic in response to lack of Health & Environment Resources in the community.
CA001009	2	Westbrook Apts	7	70181	104 Kiska Rd	RMC Office	12/3/01	2	All Residents		Ujaama Resident Management Corporation
TOTAL NON-DWELLING UNITS AT WESTBROOK APTS:						2					
CA001010	1	Potrero Annex	8	80030	65 Turner Terrace	Child care facility	1976	1	All Residents	Mon-Fri 7am-6pm	Cleo Wallace Child Development Center, 71 Turner Place The Cleo Wallace Center provides services for children ages 2.9 to 5.9 years in early childhood development and family support. The center is accredited by the National Association of Young Children. It applies the "open classroom theory" as the method to enhance learning and development. The Center focuses on working with the whole family, thus family support is a key component of the services provided. Parent participation is a requirement of enrollment. Hours of operation are Monday through Friday, 7:00 am to 6:00 pm. There is a lease agreement between the center and the SFHA.
CA001010	1	Potrero Annex	8	80031	71 Turner Terrace			1	All Residents	Mon-Fri 7am-6pm	
CA001010	1	Potrero Annex	8	80032	73 Turner Terrace			1	All Residents	Mon-Fri 7am-6pm	
CA001010	1	Potrero Annex	8	80033	75 Turner Terrace			1	All Residents	Mon-Fri 7am-6pm	
CA001010	1	Potrero Annex	8	80034	77 Turner Terrace			1	All Residents	Mon-Fri 7am-6pm	
CA001010	1	Potrero Annex	8	80035	79 Turner Terrace			1	All Residents	Mon-Fri 7am-6pm	
CA001010	1	Potrero Annex	8	80036	81 Turner Terrace	Child care facility	1994	1	All Residents	Mon-Fri 7am-6pm	Oscaryne Williams Center of Hope for Infants, Toddlers & Families, 81 Turner Terrace Operated by the Economic Opportunity Council of San Francisco, the center is a full day, year-round program for infants and toddlers 3 months to 2 ½ years of age. The center primarily services toddlers and families in the Potrero Housing Development area. The overall goal of the program is to provide an environment for children, families and staff to learn, develop and work while experiencing cultural equity and developing positive self-esteem. There is a lease agreement between the center and the SFHA.
CA001010	1	Potrero Annex	8	80045	85 Turner Terrace			1	All Residents	Mon-Fri 9am-5pm	
CA001010	1	Potrero Annex	8	80046	87 Turner Terrace			4	All Residents	Mon-Fri 9am-5pm	
CA001010	1	Potrero Annex	8	80047	89 Turner Terrace	Child care facility	1994	4	All Residents	Mon-Fri 9am-5pm	Potrero Hill Family Resource Center, 85 Turner TerraceThe mission of the Center is to strengthen families and communities, with emphasis on youth, parents, grandparents and their education. The center provides parenting classes, grandparent support groups, kindergarten transition workshops, computer classes and laboratory, transportation, and a drop-in child care center. Group programs may be scheduled in the evenings. There is a lease agreement between the center and the SFHA.
CA001010	1	Potrero Annex	8	80048	91 Turner Terrace			4	All Residents	Mon-Fri 9am-5pm	
CA001010	1	Potrero Annex	8	80049	93 Turner Terrace			4	All Residents	Mon-Fri 9am-5pm	
CA001010	1	Potrero Annex	8	80050	95 Turner Terrace			1	All Residents	Mon-Fri 9am-5pm	
CA001010	1	Potrero Annex	8	80083	751 Missouri	Food Pantry	10/1/97	2	All Residents		Oscaryne's Grandparents Food Pantry Program
CA001010	1	Potrero Annex	8	80107	851 Missouri	Laundromat	10/1/88	1	All Residents	Mon-Sun 10am-4pm	Resident-Owned Business

HUD DEV #	DIST #	DEV NAME	DEV #	UNIT #	ADDRESS	Non-Dwelling Use	Non-Dwelling Status Effective Date	Unit Size	Clients Served	Hours of Operation	Comments
CA001010	1	Potrero Annex	8	80155	59 Watchman	Sewing outlet	6/28/95	2	All Residents	Weekdays 5pm-9pm Weekends by Appt.	Resident Business This is a resident-established sewing business, sewing articles of clothing to designing and sewing decorative items. Custom orders for sewing are solicited from the community and organizations. The resident hopes that the sewing center can also become an educational center to train other residents in home economics and sewing and becoming small business persons and that this may become a full-time business generating a livable income in the future. There is a lease agreement between the resident and the SFHA.
CA001010	1	Potrero Annex	8	80157	65 Watchman	Food Pantry	3/9/83	2	All Residents	Friday 1:30pm-4:30pm	Oscaryne's Grandparents Food Pantry Program Through the Potrero Hill Family Resource Center, free bags of food are provided every Friday from 1:30 pm to 4:30 pm. The food is provided by the San Francisco Food Bank. Approximately 140 free bags of food are distributed weekly. The program operates as an adjunct to the lease between the Potrero Hill Family Resource Center and the SFHA.
CA001010	1	Potrero Annex	8	80164	79 Wathchman	Resident Owned Business (Store)	2/21/97	2	All Residents	Tues-Sun 9am-9pm	Resident Business This is a proposed candy and snack(s) business that is being developed by a resident of the Potrero Hill Housing Development. The resident has submitted a business plan, has obtained a seller's permit, letters of recommendation from the property manager and other residents, and a ninety-signature petition from residents desiring the business to become available. The SFHA is in the process of assisting this resident to establish the business and a lease agreement will be drawn up between the resident and the SFHA. This particular facility is under review for a more comprehensive use of the space for resident businesses or other uses.
TOTAL NON-DWELLING UNITS AT POTRERO ANNEX:						18					
CA001011	2	North Beach	9	90152	501 Bay Street #152	Resident Hiring Office	10/19/01	3	All Residents	Mon - Fri 8am-5pm	HOPE VI Plan
CA001011	2	North Beach	9	90160	650 Francisco St #160	North Beach One Stop Shop	9/20/00	2	All Residents	Mon-Tue 6:30am - 4pm & Wed 6:30am to 12noon	One Stop Relocation Shop, 650 Francisco Street This is a one stop center for the relocation of residents in the North Beach Hope VI Revitalization Project. The center provides information, assists residents to move to other temporary housing while awaiting the new development to be built. The staff assists in relocation, moving costs, setting up a new home, family self-sufficient plans, case management and on-going tracking of residents to assure that they will be notified of their primary right to move back to the newly developed housing. There is no lease agreement as this is a service provided by the SFHA.
CA001011	2	North Beach	9	90152	501 Bay Street #152	Computer Learning Center	10/19/01	3	All Residents	Mon - Fri 8am-5pm	HOPE VI Plan
CA001011	2	North Beach	9	90233	475 Bay #233	Security office	10/7/97	1	All Residents	Mon-Sun 4pm-2am	SFHA has contracted with FOBS to provide on-site secuirty at some of its developments; the security guards work all night in many cases and require office space.
TOTAL NON-DWELLING UNITS AT NORTH BEACH:						4					
CA001015	2	Ping Yuen	10	100122	795 Pacific #122	Property office		1	General	Mon-Fri 8am-5pm	
TOTAL NON-DWELLING UNITS AT PING YUEN:						1					
CA001016	2	Alemany	11	110938	938 Ellsworth	Property office	2/13/98	2	General	Mon-Fri 8am - 5pm	

HUD DEV #	DIST #	DEV NAME	DEV #	UNIT #	ADDRESS	Non-Dwelling Use	Non-Dwelling Status Effective Date	Unit Size	Clients Served	Hours of Operation	Comments
CA001016	2	Alemany	11	110947	947 Ellsworth	Tenant Association office	7/25/88	2	General		
TOTAL NON-DWELLING UNITS AT ALEMANY:						2					
* CA0010011	2	Holly Courts	01	010085	85 Patton Street	Tenant Association office	10/1/99	1	Adult/ Youth Services		
TOTAL NON-DWELLING UNITS AT HOLLY COURTS:						1					
CA00101801	3	JFK Towers	20	200108	2451 Sacramento #108	Employee: Resident Custodian		2		Mon-Fri 8am-5pm and on call 24hrs	
TOTAL NON-DWELLING UNITS AT JFK TOWERS:						1				Mon-Thurs 4pm-9pm / Fri-Sat 2pm--10pm	
* CA00101803	1	Hunters View	15	150081	130 West Point Rd	S.F.P.D. Office	9/6/99	1	General		SFHA has an agreement with the SFPD to maintain a regular presence at this development, another tool in our effort to minimize crime at our developments.
CA00101803	1	Hunters View	15	150173	207 West Point Rd	Soul'd Out		4	All Residents	Mon-Fri 9am-5pm + weekends	<u>Soul'd Out Program, 207 West Point Road</u> This is a community-based organization working towards a multicultural community, with emphasis on activities that assist children, youth, and families. Individual tutoring is provided. Group activities are regularly scheduled to provide a milieu for individuals to be in relation to each other. There is a strong emphasis on academics and civic responsibility for children and youth. In addition to the regular hours of operation, there are also weekend programs scheduled. Community-wide activities are also sponsored to create a sense of unity. There is a lease agreement between the program and the SFHA.
CA00101803	1	Hunters View	15	150187	223 West Point Rd	Tenant Association office	8/7/01	3		Mon-Fri 8am - 5pm	
CA00101803	1	Hunters View	15	150189	227 West Point Rd	Young Community Developers	3/1/89	3	General	Mon-Fri 8am - 5pm	
CA00101803	1	Hunters View	15	150190	229 West Point Rd	Young Community Developers	3/1/89	3	General	Mon-Fri 8am - 5pm	Funded by Private Industry Council to provide apprenticeship or apprenticeship job training referrals to residents.
CA00101803	1	Hunters View	15	150193	235 West Point Rd	Young Community Developers		2			
CA00101803	1	Hunters View	15	150200	249 West Point Rd	Computer Learning Center		2	Adult & Youth	Mon-Fri 3pm-6pm	<u>Computer Learning Center, 249 West Point Road</u> This is a SFHA established computer learning and educational center geared to the needs of children and youth. There is presently an afterschool program that provides tutoring and academic instruction. Eventually programs will be expanded to included adults. The hours of operation are 3:00 pm to 6:00 pm, Monday through Friday. There is no lease agreement as this is a SFHA established program and service.
CA0010180	1	Hunters View	15	150286	112 Middle Point	Property Office	1/16/01	4	All Residents	Mon-Fri 8am-5pm	Provides better visibility & site representation.
CA00101803	1	Hunters View	15	150351	127 West Point Rd	Head Start Program		2	Children 3-5 yrs old	Mon-Fri 8am-5pm	Currently San Francisco Head Start Program inconjuction with San Francisco University will expand its services from 125 West Point to include 127 West Point.

HUD DEV #	DIST #	DEV NAME	DEV #	UNIT #	ADDRESS	Non-Dwelling Use	Non-Dwelling Status Effective Date	Unit Size	Clients Served	Hours of Operation	Comments
TOTAL NON-DWELLING UNITS AT HUNTERS VIEW:						9					
CA001018-0	1	Alice Griffith	16	160123	2 Cameron Way	Resource Center / After-school kids program		2	Children 5-15yrs old	M-F 4pm-7pm	<u>New Directions After-School Tutorial Program, 2 Cameron Way</u> This is a tutorial and supportive services program for children and youth. The agency is a community-based organization working in collaboration with the SFHA to serve children and youth at the Alice Griffith Housing Develoment. The hours of operation are Monday through Friday, 4:00 pm to 7:00 pm and weekend group programs are regularly scheduled. There is no lease agreement with this community-based organization. <u>Health, Education and Resource Center, 2 Cameron Way</u> This is a program sponsored by the San Francisco Department of Public Health in collaboration with the SFHA. Its primary aim is to educate residents to become aware of health needs and to access resources that are available. There is a special emphasis in reaching out to children and youth and families. A community-wide educational program in asthma has also been instituted. The hours of operation are Monday through
CA001018-0	1	Alice Griffith	16	160124	4 Cameron Way	Laundromat	12/3/96	2			Resident-Owned Business
CA001018-0	1	Alice Griffith	16	160127	10 Cameron Way	Tenant Association office	1/11/88	2	General	Mon-Fri 10:30am-2:30pm	
CA001018-0	1	Alice Griffith	16	160224	207 Cameron Way	Property / Security office	9/13/95	5	All Residents	Mon-Sun 12pm-4am	
TOTAL NON-DWELLING UNITS AT ALICE GRIFFITH:						4					
CA001018-0	3	Rosa Parks	17	170111	1251 Turk St #111	Employee: Resident Custodian		2		M-F 8am-5pm and on call 24hrs	
CA001018-0	3	Rosa Parks	17	170418	1251 Turk St #418	Emergency Relocation Unit	10/1/99	2	All Residents	Minimum stay one week and as long as 3 month depending on situation	<u>Emergency Unit</u> This unit is used for emergency relocation housing, primarily for incidents of domestic violence, as a temporary safe house. Other emergencies may include residents needing temporary housing due to fires or major maintenance issues (flooding, etc.). The availability of a unit for this purpose is very important in order that the SFHA may be able to provide a sense of security for its residents. There is no lease agreement as this is a SFHA service.
TOTAL NON-DWELLING UNITS AT ROSA PARKS:						2					
CA001018-1	3	Woodside Gardens	22	220201	255 Woodside #201	Employee: Resident Custodian		2		M-F 8am-5pm and on call 24hrs	
TOTAL NON-DWELLING UNITS AT WOODSIDE GARDE						1					
CA001018-1	3	Mission Dolores	21	210105	1855-15th #105	Employee: Resident Custodian		2		M-F 8am-5pm and on call 24hrs	
TOTAL NON-DWELLING UNITS AT MISSION DOLORES:						1					
CA001019-0	3	990 Pacific	23	230219	990 Pacific #219	Employee: Resident Custodian	8/23/93	1		M-F 8am-5pm and on call 24hrs	
TOTAL NON-DWELLING UNITS AT 990 PACIFIC AVENU						1					

HUD DEV #	DIST #	DEV NAME	DEV #	UNIT #	ADDRESS	Non-Dwelling Use	Non-Dwelling Status Effective Date	Unit Size	Clients Served	Hours of Operation	Comments
CA001019-0	3	1750 McAllister	43	340401	1750 McAllister #104	Employee: Resident Custodian	2/4/97	2		M-F 8am-5pm and on call 24hrs	
TOTAL NON-DWELLING UNITS AT 1750 McALLISTER:						1					
CA001020	3	3850-18th / Dorland	27	270107	3850-18th #107	Employee: Resident Custodian		1		M-F 8am-5pm and on call 24hrs	
TOTAL NON-DWELLING UNITS AT 3850-18TH STREET/						1					
CA001021	3	320/330 Clementina	31	310102	320 Clementina #102	Property Office		2			
CA001021	3	320/330 Clementina	41	410100	320 Clementina #112	Employee: Resident Custodian	8/23/93	1		M-F 8am-5pm and on call 24hrs	
CA001021	3	320/330 Clementina	31	310201	330 Clementina #201	Employee: Resident Custodian	5/30/86	1		M-F 8am-5pm and on call 24hrs	
TOTAL NON-DWELLING UNITS AT CLEMENTINA TOW						3					
CA001023	3	1880 Pine	31	340401	1880 Pine #401	Employee: Resident Custodian		2		M-F 8am-5pm and on call 24hrs	
TOTAL NON-DWELLING UNITS AT 1880 PINE STREET:						1					
CA001027	3	350 Ellis	25	250101	350 Ellis St #1A	Employee: Resident Custodian		1		M-F 8am-5pm and on call 24hrs	
TOTAL NON-DWELLING UNITS AT 350 ELLIS STREET:						1					
CA001028	3	666 Ellis	32	320102	666 Ellis St #102	Employee: Resident Custodian		1		M-F 8am-5pm and on call 24hrs	
CA001028	3	666 Ellis	32	320208	666 Ellis St #208	Tenant Association office	3/28/97	0			
TOTAL NON-DWELLING UNITS AT 666 ELLIS STREET:						2					
CA001029	3	345 Arguello Blvd	41	410100	345 Arguello #100	Employee: Resident Custodian		2		M-F 8am-5pm and on call 24hrs	
TOTAL NON-DWELLING UNITS AT 345 ARGUELLO BO						1					
CA001030	3	462 Duboce	28	280305	462 Duboce #305	Employee: Resident Custodian		1		M-F 8am-5pm and on call 24hrs	
TOTAL NON-DWELLING UNITS AT 462 DUBOCE STREE						1					

HUD DEV #	DIST #	DEV NAME	DEV #	UNIT #	ADDRESS	Non-Dwelling Use	Non-Dwelling Status Effective Date	Unit Size	Clients Served	Hours of Operation	Comments
CA001031	3	25 Sanchez	40	400101	25 Sanchez #101	Employee: Resident Custodian	8/23/93	2		M-F 8am-5pm and on call 24hrs	
TOTAL NON-DWELLING UNITS AT 25 SANCHEZ STREE						1					
CA001032	3	1760 Bush	33	330202	1760 Bush #202	Employee: Resident Custodian	2/3/97	1		M-F 8am-5pm and on call 24hrs	
TOTAL NON-DWELLING UNITS AT 1760 BUSH STREET:						1					
CA001034	3	363 Noe	37	370011	363 Noe #11	Employee: Resident Custodian	11/6/89	1		M-F 8am-5pm and on call 24hrs	
TOTAL NON-DWELLING UNITS AT 363 NOE STREET:						1					
CA001035	3	2698 California	39	390407	2698 California #407	Employee: Resident Custodian		1		M-F 8am-5pm and on call 24hrs	
TOTAL NON-DWELLING UNITS AT 2698 CALIFORNIA S						1					
CA001036	3	227 Bay	24	240108	227 Bay #108	Community Room / Property Office		1	Residents		
CA001036	3	227 Bay	24	240208	227 Bay #208	Employee: Resident Custodian	8/23/93	1		M-F 8am-5pm and on call 24hrs	
TOTAL NON-DWELLING UNITS AT 227 BAY STREET:						2					
CA001037	3	491-31st Ave	42	420204	491 31st #204	Employee: Resident Custodian		2		M-F 8am-5pm and on call 24hrs	
TOTAL NON-DWELLING UNITS AT 491-31ST AVENUE:						1					
CA001039	3	939 Eddy	46	460105	939 Eddy #105	Tenant Association office	9/2/93	0			
CA001039	3	939 Eddy	46	460206	939 Eddy #206	Employee: Resident Custodian		0		M-F 8am-5pm and on call 24hrs	
TOTAL NON-DWELLING UNITS AT 939 EDDY STREET:						2					
CA001041	3	430 Turk	49	490305	430 Turk #305	Employee: Resident Custodian		2		M-F 8am-5pm and on call 24hrs	
TOTAL NON-DWELLING UNITS AT 430 TURK STREET:						1					
*Units Off line for Non-dwelling purposes effective 10/1/99, unless otherwise noted.											
TOTAL NON-DWELLING/EMPLOYEE UNITS FOR APPROVAL:							81				

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DATE: JANUARY 18, 2001

TO: SAN FRANCISCO HOUSING AUTHORITY COMMISSIONERS

Sululagi Palega, Sr., President
Julie Lee, Vice President
Shirley Byrd, Commissioner
Paula L. Kitses, Commissioner
Rev. Edgar E. Boyd, Commissioner
George R. Brown, Commissioner
Betty J. Smith, Commissioner

FROM: Gregg Fortner, Acting Executive Director

RE: **RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO EXECUTE AND SUBMIT AN APPLICATION TO THE MAYOR'S OFFICE OF COMMUNITY DEVELOPMENT FOR THE YEAR 2002 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING IN PARTNERSHIP WITH FRIENDS OF THE URBAN FOREST FOR TREE PLANTING AT FAMILY DEVELOPMENTS**

OVERVIEW

This Resolution authorizes the Acting Executive Director to execute and submit an application for Community Development Block Grant (CDBG) funds in partnership with Friends of the Urban Forest. The application is for outdoor space improvements at family developments focusing on CAL 1-2, Potrero terrace, CAL 1-3, Sunnydale, and CAL 1-10, Alice Griffith.

Every year the Mayor's Office of Community Development (MOCD), in partnership with the Mayor's Office of Housing (MOH), issues a Request for Proposals for the Community Development Block Grant (CDBG) and Emergency Shelters Grant (ESG) Programs. As part of Mayor Brown's vision and leadership, this economic activity is expressly directed to strengthening the economic and social health of lower-income neighborhoods and ensuring that economically disadvantaged persons or communities are provided real opportunities for participation and advancement.

The attached applications target specific criteria established for the proposals, including public open space improvements that benefit lower income users.

The funding request is $44,000.00. This includes 90 initial trees and 18 replacement trees based upon an estimated survival rate.

The work, if funded by the MOCD, will be performed by paid residents and community volunteers under the direction of supervisory staff from Friends of the Urban Forest.

Friends of the Urban Forest requires a commitment from the users of their programs. The Authority's Big 4 laborers through Customer Service, have agreed to water the trees weekly for 2 years. This work will be considered the Authority's contribution to the effort.

The application was developed in a decision making process based on resident input, agency input and outside community organizations' input as follows:

- **Resident Input:** Residents have been part of the ongoing landscape improvement programs at these developments. Friends of the Urban Forest has a policy of resident and community involvement in the selection and location of trees.

- **Agency Input:** The applications are also based on input from Maintenance, and Modernization and Construction, for replacement of old or dying trees, and planting of new trees for erosion control.

PROCUREMENT
NOT APPLICABLE

OBJECTIVES
In submitting these applications, the Authority intends to improve the quality of life of residents, by upgrading community space to enhance developments and provide erosion control.

PRESENT SITUATION
The family developments proposed for the tree planting, had at one time, mature trees which have been lost through age and attrition. The trees have a historic role in providing these developments with a pleasing environment and providing erosion control. With this 2002 application, we are requesting that Friends of the Urban Forrst provide new trees. The new trees will be large when planted (24 inch box) so they will be likely to survive, to provide erosion control, and to enhance the developments.

ANTICIPATED OUTCOMES
If the CDBG proposal is funded, the anticipated outcome is as follows:

- Provision for outdoor community space improvements
- Erosion control
- Replacement of old trees which have reached the end of their natural life
- Involvement of residents in training and employment.

WHO BENEFITS
Public housing residents will benefit from the enhanced outdoor space and employment opportunities and training. The neighborhood and City will benefit from better more attractive public housing developments, and the knowledge that this is a lasting financial investment.

BUDGET CONSIDERATIONS
The Authority will be expected to water the trees for two years. Maintenance has agreed that this is within their scope and timing as part of general site maintenance.

RESIDENT EMPLOYMENT
If the CDBG proposals are funded, Friends of the Urban Forest will train and employ residents during the tree planting. Four residents from each of the three developments will be hired (12 residents total) for 48 hours per resident.

MBE/WBE STATUS
Not Applicable

RECOMMENDATION
Because these improvements will add to the quality of life of residents, adoption of this resolution is recommended.

(Materials Prepared by: Bob Dahlstrom, Mary Bulota and Alicia Sisca, Modernization Department)

RESOLUTION NO. _____

DATE ADOPTED_____

RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO EXECUTE AND SUBMIT AN APPLICATION TO THE MAYOR'S OFFICE OF COMMUNITY DEVELOPMENT FOR THE YEAR 2002 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING IN PARTNERSHIP WITH FRIENDS OF THE URBAN FOREST FOR TREE PLANTING AT FAMILY DEVELOPMENTS

WHEREAS, the Mayor's Office of Community Development (MOCD), in partnership with the Mayor's Office of Housing (MOH), issued a Request for Proposals for the 2002 Community Development Block Grant (CDBG) and Emergency Shelters Grant (ESG) Programs; and

WHEREAS, the Housing Authority of the City and County of San Francisco (the Authority) has prepared the applications based on the input of residents, Customer Service, Maintenance, and Modernization; and

WHEREAS, the Authority has reviewed the application material and understands the recurring issues in the City such as the need for landscape enhancement of public housing which also provides erosion control; and

WHEREAS, the Authority has reviewed the Citizens Committee on Community Development (CCCD) findings and recognizes that the proposed application for tree planting will meet some of the needs of the surveyed neighborhoods; and

WHEREAS, this yearly program encourages partnerships with an organization that can provide these services and provide training and employment for residents of public housing, and the Authority has identified the Friends of the Urban Forest, and

WHEREAS, the deadline for the applications is January 24, 2002, and the Authority has received permission to submit the signature page on January 25, 2002.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Acting Executive Director is authorized to execute and submit an application for the Year 2002 CDBG Funding for tree planting at family developments in partnership with Friends of the Urban Forest.

2. The President of the Board of Commissioners is authorized to execute the Applications on behalf of the Board of Commissioners.

3. The Resolution shall take effect immediately.

APPROVED AS TO FORM AND LEGALITY:

Carl L. Williams, General Counsel

1-18-02

Date

REVIEWED BY:

Gregg Fortner, Acting Executive Director

1/18/02

Date

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TO: SAN FRANCISCO HOUSING AUTHORITY COMMISSIONERS

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Shirley Byrd, Commissioner
Paula L. Kitses, Commissioner
Rev. Edgar E. Boyd, Commissioner
George R. Brown,, Commissioner
Betty J. Smith, Commissioner

FROM: Gregg Fortner, Acting Executive Director

RE: **RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO EXECUTE AND SUBMIT APPLICATIONS TO THE MAYOR'S OFFICE OF COMMUNITY DEVELOPMENT FOR THE YEAR 2002 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING FOR CONSTRUCTION OF:**

1) **SECURITY FENCING AT CAL 1-10, POTRERO ANNEX,**
2) **SECURITY FENCING AT CAL 1-16, ALEMANY,**
3) **SECURITY FENCING AT CAL 1-18(4), ALICE GRIFFITH,**
4) **504 COMPLIANCE WORK AT CAL 1-3, SUNNYDALE,**
5) **504 COMPLIANCE WORK AT CAL 1-8, WESTSIDE COURTS.**

OVERVIEW

Every year the Mayor's Office of Community Development (MOCD), in partnership with the Mayor's Office of Housing (MOH), issues a Request for Proposals for the Community Development Block Grant (CDBG) and Emergency Shelters Grant (ESG) Programs. As part of Mayor Brown's vision and leadership, this economic activity is expressly directed to strengthening the economic and social health of lower-income neighborhoods and ensuring that economically disadvantaged persons or communities are provided real opportunities for participation and advancement.

The attached applications target specific criteria established for the proposals, including construction of disability access improvements to existing facilities, and security improvements which enhance the quality of life for the overall community.

The applications are for improvements that were previously submitted to MOCD but were not funded. The need is unchanged, so we are again applying for the funds.

The attached applications were developed in a decision making process based on resident input and agency input as follows:

- **Resident Input:** The resident responses to the CGP Evaluation and Review, which also complied with the CDBG funding criteria, provided the basis for the CDBG Applications. All the attached applications respond to specific resident concerns and requests.

- **Agency Input:** The applications are also based on input from Customer service, Social Services, Maintenance, and Modernization, especially where they coincide with and supplement resident requests.

The total sum of the five funding requests is $351,883.00. The breakdown is as follows:

Security fencing at CAL1-10, Potrero Annex.....	$ 40,530.00
Security fencing at CAL 1-16, Alemany	$ 21,000.00
Security fencing at CAL1-18(4), Alice Griffith	$ 76,817.00
504 compliance work at CAL 1-3, Sunnydale	$ 70,976.00
504 compliance work at CAL 1-8, Westside Courts	$142,560.00

PROCUREMENT
NOT APPLICABLE

OBJECTIVES
In submitting these applications, the Authority intends to improve the safety, security and quality of life of residents as follows:

- Improve disability access at Westside Courts and Sunnydale.
- Improve the safety and security of residents at Potrero Annex, Alemany and Alice Griffith through the construction of new decorative security fencing.

PRESENT SITUATION.

- **Security Improvements:** We are responding to resident safety and security concerns by requesting funds to improve security at family developments by adding fencing and replacing deteriorated and missing chain-link fencing with decorative wrought iron fencing.

- **Disabled Access Improvements:** We are responding to the needs of the persons with disabilities by improving disabled access at the Westside Courts and Sunnydale Community space.

ANTICIPATED OUTCOMES
If the CDBG proposal is funded, the anticipated outcomes are as follows:

- An increase in the number of accessible community facilities to provide improved services to persons with disabilities.

- Compliance with Federal, State and City accessibility codes reducing the Authority's liability exposure.
- Additional safety and security provided by fencing which will reduce the Authority's liability exposure
- Involvement of residents in training and employment

WHO BENEFITS

Public housing residents will benefit from employment opportunities and economic development opportunities. Children, seniors and disabled will benefit from accessible recreational and community facilities. Families will benefit from the added safety and security, as well as "curb appeal" provided by decorative security fencing. The neighborhood and City will benefit from improved developments.

BUDGET CONSIDERATIONS

Funds for A/E consultant services for these applications are in the 2000 and 2001 Capital Funds. If the applications are funded, future Capital Fund Program dollars can be freed up for other purposes.

RESIDENT EMPLOYMENT

The Authority will procure a contractor that will be subject to HUD's Section 3 requirements and the Authority's requirement that residents perform a minimum of 25% of the work. These contracts, if over the Commission $25,000 threshold, will be brought before the Commission for approval.

MBE/WBE STATUS

Contractors will be subject to the Authority's Affirmative Action Policies.

RECOMMENDATION

Because these improvements will add to the quality of life of residents, adoption of this Resolution is recommended.

(Materials Prepared by: Bob Dahlstrom, Mary Bulota-Kane and Alicia Sisca – Modernization and Construction Department)

RESOLUTION NO. _____

DATE ADOPTED_____

RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO EXECUTE AND SUBMIT APPLICATIONS TO THE MAYOR'S OFFICE OF COMMUNITY DEVELOPMENT FOR THE YEAR 2002 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING FOR CONSTRUCTION OF:

1) **SECURITY FENCING AT CAL 1-10, POTRERO ANNEX,**
2) **SECURITY FENCING AT CAL 1-16, ALEMANY,**
3) **SECURITY FENCING AT CAL 1-18(4), ALICE GRIFFITH,**
4) **504 COMPLIANCE WORK AT CAL 1-3, SUNNYDALE,**
5) **504 COMPLIANCE WORK AT CAL 1-8, WESTSIDE COURTS.**

WHEREAS, the Mayor's Office of Community Development (MOCD), in partnership with the Mayor's Office of Housing (MOH), issued a Request for Proposals for the 2002 Community Development Block Grant (CDBG) and Emergency Shelters Grant (ESG) Programs; and

WHEREAS, the Housing Authority of the City and County of San Francisco (the Authority) has reviewed the application material and understands the recurring issues in the City such as the need for security, disability access, employment and training programs for low income residents of public housing; and

WHEREAS, the Authority has reviewed the Citizens Committee on Community Development (CCCD) findings and recognizes that the proposed applications for the security fencing at Cal 1-10, Potrero Annex, Cal 1-16, Alemany, and Cal 1-18(4), Alice Griffith and 504 Compliance work at Cal 1-3, Sunnydale and CAL 1-8, Westside Courts meet some of the needs of the surveyed neighborhoods; and

WHEREAS, the Authority has prepared the applications based on the input of residents, Customer Service, Maintenance, and Modernization and Construction; and

WHEREAS, the submitted applications require the authorization of the Board of Commissioners and the signature from the Acting Executive Director and the President of the Authority's Board of Commissioners; and

WHEREAS, the deadline for the applications is January 24, 2002 and the Authority has received permission to submit the signature page on January 25, 2002.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Acting Executive Director is authorized to execute and submit applications to the Mayor' Office of Community Development for the year 2002 Community

Development Block Grant (CDBG) funding for security fencing at Cal 1-10, Potrero Annex, Cal 1-16, Alemany, and Cal 1-18(4), Alice Griffith and 504 Compliance work at Cal 1-3, Sunnydale and CAL 1-8, Westside Courts

2. The President of the Board of Commissioners is authorized to execute the Applications on behalf of the Board of Commissioners.

3. The Resolution shall take effect immediately.

APPROVED AS TO FORM AND LEGALITY:

Carl L. Williams, General Counsel

1-19-02
Date

REVIEWED BY:

Gregg Fortner, Acting Executive Director

1/18/02
Date

(Material prepared by R. Dahlstrom, M. Bulota-Kane and A. Sisca – Modernization and Construction)

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DATE: JANUARY 18, 2001

TO: SAN FRANCISCO HOUSING AUTHORITY COMMISSIONERS

Sululagi Palega, Sr., President
Julie Lee, Vice President
Shirley Byrd, Commissioner
Paula L. Kitses, Commissioner
Rev. Edgar E. Boyd, Commissioner
George R. Brown, Commissioner
Betty J. Smith, Commissioner

FROM: Gregg Fortner, Acting Executive Director

RE: **RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO EXECUTE AND SUBMIT TWELVE APPLICATIONS TO THE MAYOR'S OFFICE OF COMMUNITY DEVELOPMENT FOR THE YEAR 2002 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING IN PARTNERSHIP WITH THE SAN FRANCISCO CONSERVATION CORPS (SFCC)**

OVERVIEW

This Resolution authorizes the Acting Executive Director to execute and submit twelve (12) applications for Community Development Block Grant (CDBG) funds in partnership with the San Francisco Conservation Corps. The applications are for outdoor community space improvements for seniors and disabled.

Every year the Mayor's Office of Community Development (MOCD), in partnership with the Mayor's Office of Housing (MOH), issues a Request for Proposals for the Community Development Block Grant (CDBG) and Emergency Shelters Grant (ESG) Programs. As part of Mayor Brown's vision and leadership, this economic activity is expressly directed to strengthening the economic and social health of lower-income neighborhoods and ensuring that economically disadvantaged persons or communities are provided real opportunities for participation and advancement.

The applications target specific criteria established for the proposals, including public open space improvements that benefit lower income users and disability access improvements.

The funding request is $43,104.00 per site. If twelve sites are funded, the total will be $517,248.00.

The San Francisco Conservation Corps (SFCC), if funded by the MOCD, will perform the work.

The applications were developed in a decision making process based on resident input, agency input and outside community organizations input as follows:

- **Resident Input:** The resident responses to the CFP Evaluation and Review, which also complied with the CDBG funding criteria, provided the basis for the CDBG Applications. All the attached applications respond to specific resident concerns and requests.

- **Agency Input:** The applications are also based on input from Customer Service, Social Services, Maintenance, and Modernization and Construction, especially where they coincide with and supplement resident requests.

PROCUREMENT
NOT APPLICABLE

OBJECTIVES
In submitting these applications, the Authority intends to improve the quality of life of senior and disabled residents, by upgrading outdoor recreation areas, which include providing disabled access to outdoor furnishings.

PRESENT SITUATION
Applications through the SFCC address the needs of seniors and persons with disabilities of all ages. In the past two funding years, SFCC has received MOCD funding and provided outdoor community space improvements at eight senior buildings as follows:

2000 CDBG (funded and completed):
- 350 Ellis St.
- 666 Ellis St.
- 1880 Pine St

2001 CDBG (funded and completed):
- 1760 Bush Street.
- J. F. K. Towers/ Sacramento near Webster
- Rosa Parks/ Webster/ Turk/ Buchanan
- 3850 18th Street
- 1750 McAllister Street

With this 2002 application, we are requesting that the SFCC provide similar outdoor recreation and community space improvements at all the remaining senior developments.

The outdoor recreation and community space improvements include planters, barbecues, outdoor board games, furnishings and umbrellas. All facilities will be accessible to persons with disabilities.

The outdoor recreation and community space improvements will become part of the improved landscape at various newly modernized senior developments and will provide seniors with much needed gathering and recreational activities.

Following is a list of the proposed locations:
2002 CDBG (Applications):

1. 491 31st Ave.
2. 345 Arguello Street
3. 1855 15th Street
4. 430 Turk Street
5. 990 Pacific Ave.
6. 2698 California Street
7. 227 Bay Street
8. 363 Noe Street
9. 462 Duboce Street
10. 25 Sanchez Street
11. 939 Eddy Street
12. 951 Eddy Street

ANTICIPATED OUTCOMES
If the CDBG proposal is funded, the anticipated outcome is as follows:

- Provision for outdoor community gathering and recreational space for twelve senior developments.
- Involvement of residents in training and employment.

WHO BENEFITS
Public housing residents will benefit from improved recreational facilities for seniors and persons with disabilities, employment opportunities and economic development opportunities. The neighborhood and City will benefit from better quality educational and recreational opportunities, safer and more attractive public housing developments, and the knowledge that this is a lasting financial investment.

BUDGET CONSIDERATIONS
No matching funds are needed for these projects that will be totally funded through the SFCC granted moneys from CDBG.

RESIDENT EMPLOYMENT
If the CDBG proposals are funded, the SFCC will work with residents to design the playgrounds and the senior outdoor community spaces, and train and employ residents during the construction of the facilities.

MBE/WBE STATUS
Not applicable.

RECOMMENDATION
Because these improvements will add to the quality of life of residents, adoption of the Resolution is recommended.

(Materials Prepared by: Bob Dahlstrom, Mary Bulota and Alicia Sisca, Modernization Department)

RESOLUTION NO. _____

DATE ADOPTED_____

RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO EXECUTE AND SUBMIT TWELVE APPLICATIONS TO THE MAYOR'S OFFICE OF COMMUNITY DEVELOPMENT FOR THE YEAR 2002 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING IN PARTNERSHIP WITH THE SAN FRANCISCO CONSERVATION CORPS (SFCC)

WHEREAS, the Mayor's Office of Community Development (MOCD), in partnership with the Mayor's Office of Housing (MOH), issued a Request for Proposals for the 2002 Community Development Block Grant (CDBG) and Emergency Shelters Grant (ESG) Programs; and

WHEREAS, the Housing Authority of the City and County of San Francisco (the Authority) has reviewed the application material and understands the recurring issues in the City such as the need for desirable support services for senior residents of public housing; and

WHEREAS, the Authority has reviewed the Citizens Committee on Community Development (CCCD) findings and recognizes that the proposed applications for the twelve (12) outdoor community space improvements for senior high-rises will meet some of the needs of the surveyed neighborhoods; and

WHEREAS, the Authority has prepared the applications based on the input of residents, Customer Service, Maintenance, Social Services, and Modernization and Construction; and

WHEREAS, this yearly program encourages partnerships with an organization that can provide these services and provide training and employment for residents of public housing, and the Authority has chosen to work with the San Francisco Conservation Corps (SFCC); and

WHEREAS, SFCC has consistently proved to provide high quality services and training, employment and employment retention programs for residents of public housing; and

WHEREAS, the deadline for the applications is January 24, 2001 and the Authority has received permission to submit the signature page on January 25, 2002.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Acting Executive Director is authorized to execute and submit twelve applications for the Year 2002 Community Development Block Grant (CDBG) Funding for twelve (12) outdoor community space improvements for senior high-rises in partnership with the San Francisco Conservation Corps.

2. The President of the Board of Commissioners is authorized to execute the Applications on behalf of the Board of Commissioners.

3. The Resolution shall take effect immediately.

APPROVED AS TO FORM AND LEGALITY: REVIEWED BY:

Carl L. Williams, General Counsel

Gregg Fortner, Acting Executive Director

1-18-02
Date

1/18/02
Date

(Material prepared by R. Dahlstrom, M. Bulota-Kane and A. Sisca – Modernization and Construction)

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DATE: JANUARY 17, 2002

TO: SAN FRANCISCO HOUSING AUTHORITY COMMISSIONERS

Sululagi Palega, Sr., President
Julie Lee, Vice President
Lee Ethel Alford, Commissioner
Shirley Byrd, Commissioner
Paula L. Kitses, Commissioner
Rev. Edgar E. Boyd, Commissioner
Betty J. Smith, Commissioner

FROM: GREGG FORTNER, Secretary/ Acting Executive Director

RE: RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO SUBMIT ONE APPLICATION FOR THE YEAR 2002 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING FOR INSTALLATION OF ONE STOREFRONT GLASS PARTITION TO ONE SIDE OF THE OPEN AIR CANOPY (BREEZEWAY) THAT CURRENTLY LINKS 320 AND 330 CLEMENTINA TOWERS IN PARTNERSHIP WITH TODCO DEVELOPMENT

OVERVIEW

Every year the Mayor's Office of Community Development (MOCD), in partnership with the Mayor's Office of Housing (MOH), issues a Request for Proposals for the Community Development Block Grant (CDBG) and Emergency Shelters Grant (ESG) Programs. As part of Mayor Brown's vision and leadership, this economic activity is expressly directed to strengthening the economic and social health of lower-income neighborhoods and ensuring that economically disadvantaged persons or communities are provided real opportunities for participation and advancement.

PROCUREMENT

Not Applicable.

OBJECTIVES

In submitting this application, the Authority intends to improve the quality of life of senior and disabled residents at Clementina Towers.

PRESENT SITUATION

Community need and how those needs would be addressed

The need and desire of the South of Market community and the Clementina Towers' residents are for added security and reinforcement of building safety. Residents fear unknown visitors roam through the buildings. The "central lobby" created by this glass partition and improved guard booth would also allow residents much needed area to socialize safely with fellow residents and building staff in an open space, wind-protected area, an activity extremely important to older residents to encourage them to stay active. Residents from the two completely separate buildings now are isolated from their neighbors in the other building and there are few social services or activities to bring residents of Clementina together. These needs could be addressed by safely protecting one side of the current open-air canopy that links the two Clementina Towers buildings.

Residents Request

For the last three years, Clementina Towers residents have been asking staff for better security at Clementina Towers. The Modernization and Construction Department and Jim Williams developed the plans for a temporary security booth that could provide for immediate security, while the plans for the glass partition are developed. The residents have been waiting anxiously for the outcome of this event.

Desired outcome and final work product

The desired outcome is to have a more secure building for the 300 seniors and younger disabled residents whom currently live at Clementina Towers. Another desired outcome is to foster community at Clementina Towers by creating a "central lobby area". Finally, a glass partition would mitigate the wind tunnel effect currently in place. These outcomes would improve the quality of life for the 300 seniors currently living at Clementina, as well as overall neighborhood security of the immediate neighborhood by improving the security at Clementina Towers.

ANTICIPATED OUTCOMES

If the CDBG proposal is funded, the anticipated outcome is as follows:

- An improved courtyard with safety amenities as part of the restored and newly accessible grounds as part of the Clementina Commons improvements
- Provision of a safer outdoor community gathering for our Clementina Towers senior development
- Further involvement of residents in training and employment
- A temporary security guard booth
- A permanent glass partition that will essentially create and provide a place for a central space for posting community and building flyers, a secure, semi-indoor weather tolerant location to wait for guests, and secure, enclosed area for residents to socialize.
- Residents socializing and utilizing the lobby will also provide the most effective form

of security, by residents providing "eyes on the street" and deter suspicious activity by their presence.

- This enclosure would assist to alleviate strong winds that blow through the site coming from the North due South.

Project description

The project would be to attach a storefront glass partition to one side of the open-air canopy that currently links the two Clementina Towers buildings together. This partition would have two leaf opening doors that are ADA accessible. On the opposite site of the open-air canopy will be planters and landscaping materials to designate an entrance to the newly enclosed area between the buildings. The partition and landscaping will serve to improve the security and foster community at Clementina Towers, a 30-year-old public housing project that serves seniors and younger disabled residents. Security at Clementina Towers now is compromised by the two 13 story towers not being linked by a central lobby where all building visitors and service providers can sign in with a security guard before they access the residential areas of the towers. Currently, a security guard is posted in one of the towers and periodically roams the exterior areas, leaving the other tower unguarded. Also, since the buildings are neither linked at any central point nor have a central lobby, there is little feeling of community at Clementina Towers. A central lobby, which the partition will essentially create, will provide a place for a central space for posting community and building flyers, a secure, semi-indoor weather tolerant location to wait for guests, and secure, enclosed area for residents to socialize. Residents socializing and utilizing the lobby will also provide the most effective form of security, by residents providing "eyes on the street" and deter suspicious activity by their presence. This enclosure would assist to alleviate strong winds that blow through the site coming from the North due South.

WHO BENEFITS

Senior housing residents will benefit from improved living conditions for the disabled, employment opportunities and economic development opportunities. The neighborhood and City will benefit from better quality security measures and healthy safeguard opportunities, safer and more attractive public housing developments, and the knowledge that this is a lasting financial investment.

BUDGET CONSIDERATIONS

No matching funds are needed for this project that will be totally funded through the TODCO award from CDBG. However, TODCO has already leveraged $1,000,000 to complete other improvements of the Clementina Campus. The total cost of the glass partition has been calculated at $80,000 and the temporary security booth has been calculated at under $20,000.

RESIDENT EMPLOYMENT

If the CDBG proposal is funded, TODCO will work with residents to further design the breezeway glass partition and train and employ SFHA resident(s) during the construction of the

facilities, where applicable.

MBE/WBE STATUS
MBE/WBE participation will be covered through TODCO.

RECOMMENDATION
Adoption of the attached resolution is recommended.

(Material prepared by Barbara T. Smith and Juan S. Monsanto, Housing Development Department, and TODCO Development)

RESOLUTION NO. _____
DATE ADOPTED_____

RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO SUBMIT ONE APPLICATION FOR THE YEAR 2002 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING FOR INSTALLATION OF ONE STOREFRONT GLASS PARTITION TO ONE SIDE OF THE OPEN AIR CANOPY (BREEZEWAY) THAT CURRENTLY LINKS 320 AND 330 CLEMENTINA TOWERS IN PARTNERSHIP WITH TODCO DEVELOPMENT

WHEREAS, every year the Mayor's Office of Community Development (MOCD), in partnership with the Mayor's Office of Housing (MOH), issues a Request for Proposals for the Community Development Block Grant (CDBG) and Emergency Shelters Grant (ESG) Programs; and

WHEREAS, the Housing Authority of the City and County of San Francisco ("the Authority") has reviewed the application material and understands the recurring issues in the City such as the need for security and safety in our senior housing developments in order to provide a more desirable lifestyle and support services for senior residents of public housing; and

WHEREAS, the Authority has consulted with Clementina Towers residents who requested this action and subsequently have reviewed and recognized that the proposed application for the installation of this glass partition improvement on the Clementina Towers breezeway will meet the needs of the residents; and

WHEREAS, this yearly program encourages partnerships with an organization that can provide these services and provide training and employment for residents of public housing, and the Authority has chosen to work with TODCO development due to their current work in improving the Clementina Towers Commons; and

WHEREAS, a draft of this application is enclosed with this resolution, which has been reviewed by SFHA staff who have identified the total cost of the partition and a temporary booth at around $100,000; and

WHEREAS, TODCO has consistently proved to provide high quality services and training, employment and employment retention programs for residents of affordable housing in the Yerba Buena Center area, and soon, residents of public and senior housing, as their Howard Street project gets closer to breaking ground in late 2002; and

WHEREAS, the deadline for the application is January 24, 2002;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Acting Executive Director is authorized to execute and submit one application for the Year 2002 Community Development Block Grant (CDBG) Funding for the installation of a storefront glass partition to one side of the open-air canopy that currently links 320 and 330 Clementina Towers in partnership with TODCO Development.

2. The President of the Board of Commissioners is authorized to execute the Application on behalf of the Board of Commissioners.

3. The Resolution shall take effect immediately.

APPROVED AS TO FORM AND LEGALITY:

Carl L. Williams, General Counsel

Date 1-18-02

REVIEWED BY:

Gregg Fortner, Acting Executive Director

Date 1/18/02

PRESENT SITUATION

Community need and how those needs would be addressed

The need and desire of the South of Market community and the Clementina Towers' residents are for added security and reinforcement of building safety. Residents fear unknown visitors roam through the buildings. The "central lobby" created by this glass partition and improved guard booth would also allow residents much needed area to socialize safely with fellow residents and building staff in an open space, wind-protected area, an activity extremely important to older residents to encourage them to stay active. Residents from the two completely separate buildings now are isolated from their neighbors in the other building and there are few social services or activities to bring residents of Clementina together. These needs could be addressed by safely protecting one side of the current open-air canopy that links the two Clementina Towers buildings.

Residents Request

For the last three years, Clementina Towers residents have been asking staff for better security at Clementina Towers. The Modernization and Construction Department and Jim Williams developed the plans for a temporary security booth that could provide for immediate security, while the plans for the glass partition are developed. The residents have been waiting anxiously for the outcome of this event.

Desired outcome and final work product

The desired outcome is to have a more secure building for the 300 seniors and younger disabled residents whom currently live at Clementina Towers. Another desired outcome is to foster community at Clementina Towers by creating a "central lobby area". Finally, a glass partition would mitigate the wind tunnel effect currently in place. These outcomes would improve the quality of life for the 300 seniors currently living at Clementina, as well as overall neighborhood security of the immediate neighborhood by improving the security at Clementina Towers.

ANTICIPATED OUTCOMES

If the CDBG proposal is funded, the anticipated outcome is as follows:

- An improved courtyard with safety amenities as part of the restored and newly accessible grounds as part of the Clementina Commons improvements
- Provision of a safer outdoor community gathering for our Clementina Towers senior development
- Further involvement of residents in training and employment
- A temporary security guard booth
- A permanent glass partition that will essentially create and provide a place for a central space for posting community and building flyers, a secure, semi-indoor weather tolerant location to wait for guests, and secure, enclosed area for residents to socialize.
- Residents socializing and utilizing the lobby will also provide the most effective form

2/14/02

HOUSING AUTHORITY
OF THE
CITY AND COUNTY OF SAN FRANCISCO

Minutes of Regular Meeting
Thursday, January 24, 2002

440 Turk Street
San Francisco, California

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1/24/02

The Housing Authority of the City and County of San Francisco met in regular session at 440 Turk Street, San Francisco, California on Thursday, January 24, 2002, at 4:00 p.m.

The meeting was called to order by President Palega at 4:35 p.m.

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1. ROLL CALL

Roll call found the following members to be:

PRESENT: *Sululagi Palega, Sr., President*
Julie Lee, Vice President
Shirley Byrd, Commissioner [Arrived 5:10 p.m.]
Rev. Edgar E. Boyd, Commissioner [Arrived 4:40 p.m.]
George R. Brown, Commissioner
Betty J. Smith, Commissioner

President Palega noted that Paula L. Kitses has resigned as of 1/10/02.

A quorum was present.

ALSO PRESENT: *Mr. Gregg Fortner, Acting Executive Director*
Mr. Carl L. Williams, General Counsel

2. APPROVAL OF AGENDA

Vice-President Lee moved to approve the agenda and Commissioner Brown seconded the motion. The agenda of January 24, 2002 was UNANIMOUSLY APPROVED.

3. APPROVAL OF MINUTES

Vice-President Lee moved to approve the minutes and Commissioner Smith seconded the motion. The minutes of the regular meeting of January 10, 2002 were approved by MAJORITY VOTE, with one abstention from Commissioner Brown because he was not present.

[Note: Commissioner Boyd arrived at 4:40 during General Communications.]

4. GENERAL COMMUNICATIONS

Mr. Fortner noted that the Commission Request Log has been distributed. Item 3, Report on Resident Employment, is not ready today. In response to Vice President Lee's concerns, a copy of an email outlining a breakdown, by development, of families that are overhoused has been provided.

5. REPORT OF ACTING SECRETARY

Introduction of Catherine Lamberg, Director, Troubled Agency Recovery Center – Mr. Fortner introduced Catherine Lamberg, who is in San Francisco conducting a monitoring visit and asked her to come forward. Ms. Lamberg stated that it has been a very positive week and much has been accomplished. Ms. Lamberg introduced her staff who was present. She stated that it has been a cooperative and collaborative effort by both parties, which has made her job easier. Mr. Fortner noted that TARC staff comes from Denver, Little Rock, Memphis and San Francisco. Due to efforts of Ms. Lamberg and TARC, the SFHA has received close to $1 million in technical assistance funded by HUD for over the past 7-8 months.

Mr. Fortner introduced the new Finance Director, Mr. David Esparza.

6. COMMITTEE REPORTS

Diversity Committee - Nothing to report.
Finance Committee – President Palega stated that the Finance Committee would be meeting on Tuesday, February 5, at 4:00.
Personnel Committee - Nothing to report.

7. REPORT OF COUNSEL

Mr. Carl L. Williams, General Counsel, stated that a closed session has been scheduled and will be reporting to the Commission at that time.

8. TENANT REPRESENTATIVE REPORT

CityWide Council - Senior/Disabled: William Vitalie, President, stated that the elections were held on January 14, and he has been reelected. President Palega congratulated Mr. Vitalie and stated that he looked forward to continue working with him.

Public Housing Tenants Association (PHTA) – President Palega stated that he hoped to have different representatives from the family developments come and report at

Commission meetings soon. It has been some time since the Commission has had representation from the family developments

9. PUBLIC COMMENTS ON AGENDA ITEMS: LIMITED TO 2 MINUTES

NOTE: *The public will have the opportunity to comment on agenda items prior to any action taken by the Commission pursuant to the San Francisco Housing Authority Rules Governing Public Testimony adopted 2/23/95 as Resolution No. 4423. Prior to adjournment, after Item No. 11, the public will have the opportunity to comment on items not on the agenda.* - None

10. UNFINISHED BUSINESS - None

11. NEW BUSINESS:

[Note : Commissioner Byrd arrived at 5:10 during the discussion of Resolution A.]

(A) RESOLUTION NO. 5014

RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH CDX BUILDERS INC. TO PROVIDE CONSTRUCTION SERVICES FOR A BUSINESS DEVELOPMENT CENTER AT CAL 1-3, SUNNYDALE, FOR AN AMOUNT NOT-TO-EXCEED $368,000.00

Ahsha Safai, Legislative Liaison, presented this resolution requesting authorization to enter into a contract with CDX Builders for construction services for a youth development center on the second floor of 1652 Sunnydale. Mr. Safai gave some background information regarding the need for a youth center to provide positive alternatives for young people. The procurement process was a sealed bid process, going to the lowest, responsive and responsible bidder. Three bids were received, and only two were responsible and responsive. CDX was chosen to do the work. CDX is a MBE firm and a union shop. CDX's goal is to exceed the resident employment requirement. They have allocated 30% of the man-hours for resident employment. This translates to one full time job. Mr. Safai further expanded on the types of programs that will be housed in the center, which include a state of the art music recording studio; computer educational technology lab and art film studio. Partnerships are being established with several service providers, including the Private Industry Council, YO! SF, Department of Park and Recreation, San Francisco Unified School District and San Francisco City College. The Commission raised a number of concerns and asked staff to look into the following matters: Given the SFHA's limited resources, see if the other agencies will supplement funding for this endeavor. Explore funding for future

sites to be replicated at other SFHA developments. Encourage the contractor to offer a future for the resident hired by trying to get the employee into a union. There are very ambitious plans for this space and the activities projected, some are related some are not. What kinds of coordinated efforts are underway? Mr. Fortner stated that the hours of operation go beyond 9-5 in order to get maximum use of the space. Funding for this renovation is coming out of the 2000 Comp Grant money.

Commissioner Boyd moved to approve Resolution No. 5014 and Commissioner Smith seconded the motion. Resolution No. 5014 was approved by MAJORITY VOTE with Commissioner Byrd opposing.

(B) RESOLUTION NO. 5015

RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO APPROVE THE LIST OF NON-DWELLING AND EMPLOYEE UNITS FOR SUBMISSION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Naja Boyd, Customer Service Administrator, presented this resolution requesting approval of SFHA employee units and non-dwelling units. A listing of the units has been provided, which include: 22 employee units (used by resident custodians at the senior buildings); 9 tenant association units; 7 security offices; 4 resident owned businesses. There are a total of 81 units. It is a HUD requirement to get Commission approval before submission to HUD. Ms. Boyd noted that this is an annual submission and it is the same as last year's submittal.

Commissioner Boyd moved to approve Resolution No. 5015 and Vice President Lee seconded the motion. Resolution No. 5015 was approved by MAJORITY VOTE with Commissioner Byrd opposing.

For the purpose of the discussion and the vote Resolutions No. 5016 through No. 5019 were considered together.

(C) RESOLUTION NO. 5016

RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO EXECUTE AND SUBMIT AN APPLICATION TO THE MAYOR'S OFFICE OF COMMUNITY DEVELOPMENT FOR THE YEAR 2002 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING IN PARTNERSHIP WITH FRIENDS OF THE URBAN FOREST FOR TREE PLANTING AT FAMILY DEVELOPMENTS

(D) RESOLUTION NO. 5017

RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO EXECUTE AND SUBMIT APPLICATIONS TO THE MAYOR'S OFFICE OF COMMUNITY DEVELOPMENT FOR THE YEAR 2002 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING FOR CONSTRUCTION OF:

1. SECURITY FENCING AT CAL 1-10, POTRERO ANNEX,
2. SECURITY FENCING AT CAL 1-16, ALEMANY,
3. SECURITY FENCING AT CAL 1-18(4), ALICE GRIFFITH,
4. 504 COMPLIANCE WORK AT CAL 1-3, SUNNYDALE,
5. 504 COMPLIANCE WORK AT CAL 1-8, WESTSIDE COURTS

(E) RESOLUTION NO. 5018

RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO EXECUTE AND SUBMIT TWELVE APPLICATIONS TO THE MAYOR'S OFFICE OF COMMUNITY DEVELOPMENT FOR THE YEAR 2002 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING IN PARTNERSHIP WITH THE SAN FRANCISCO CONSERVATION CORPS (SFCC)

(F) RESOLUTION NO. 5019

RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO SUBMIT ONE APPLICATION FOR THE YEAR 2002 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING FOR INSTALLATION OF ONE STOREFRONT GLASS PARTITION LOCATED ON THE BREEZEWAY BETWEEN 320 AND 330 CLEMENTINA TOWERS IN PARTNERSHIP WITH TODCO DEVELOPMENT

President Palega noted that these are the annual submittals for funding for Community Development Block Grants. Commissioner Byrd moved to approve Resolutions No. 5016 through No. 5019 and Commissioner Boyd seconded the motion (with the encouragement for the active support of the residents and staff to advocate for SFHA's success in these efforts). Resolutions No. 5016, No. 5017, No. 5018 and No. 5019 were UNANIMOUSLY APPROVED.

12. PUBLIC COMMENTS ON ITEMS NOT ON AGENDA

Shirley Dorton – Ms. Dorton had a number of concerns: there was flooding in her unit; traffic safety regarding cars is a real issue at her development; she questioned whether the units used by the service providers are the best use for these units when they can be given to needy families.

13. COMMISSIONER'S COMMENT AND REPORT

President Palega stressed the importance of letting the SFHA know beforehand if a Commissioner is unable to attend a meeting.

President Palega asked staff to draft a letter in opposition to the proposed legislation regarding development at the Bayview/Hunters Point community. The Board of Supervisors is proposing legislation to impose interim zoning controls establishing a requirement for conditional use authorization for large retail uses in that area. A lengthy discussion followed regarding the implications of this legislation and its impact on impeding development in the community. Mr. Carl L. Williams stated that since this letter would be from the Commission, it will be put on the agenda for the next meeting.

Commissioner Boyd asked for a report on Plaza East reoccupation and what plans the SFHA has to minimize the impact on criminal behavior in that neighborhood, working with the Northern Station, law enforcement, owners and managers of other housing developments in the area and community leaders. Mr. Fortner stated that it is expected that some residents will be occupying their units soon and there will be a Grand Opening in mid February. A tour of the development can be scheduled with any of the Commissioners who wish to do that.

14. CLOSED SESSION

At 5:45 President Palega announced that the Commission had concluded its regular business and would be going into closed session.
A closed session was scheduled:

1. As authorized by California Government Code §54957.6(a): Conference with Labor Negotiator. Agency Negotiator: Paul Howard and Michael Roetzer. Employee Organization: Municipal Executives Association
2. As authorized by California Government Code §54956.9(a): Conference with General Counsel and Outside Counsel regarding existing litigation and possible settlement: Carmen Rosales v. S.F. Housing Authority, et.al. (Case No. C-95-4509)

15. RECONVENING OF COMMISSION MEETING

At approximately 8:05 p.m. the Commission reconvened in open session. Commissioners Boyd, Brown and Smith were present. Commissioner Boyd stated that the Commission met in closed session to consider two issues: 1) MEA labor negotiations - A status report was given and the proposed settlement, based on the presentation, will be before the Commission. Present during this discussion were President Palega, Vice President Lee and Commissioners Byrd, Boyd, Brown and Smith. 2) Rosales v. SFHA – Present during this discussion were Vice President Lee, Commissioners Byrd, Brown and Smith. The Commission was briefed by outside counsel and General Counsel regarding settlement of

the case. After a lengthy discussion of the proposed settlement, the Commissioners were concerned that there were only four present to make such a wide sweeping decision. The Commission UNANIMOUSLY VOTED to refer the decision to a later planned and organized meeting of the full board. This would be done as soon as the Commission can be conveniently assembled in compliance with all the provisions of the Brown Act.

16. ADJOURNMENT

Commissioner Brown moved to adjourn the meeting and Commissioner Smith seconded the motion. There being no further business to come before the Commission, the meeting of January 24, 2002 was adjourned at 8:07 p.m.

Gregg Fortner, Acting Executive Director

Sululagi Palega Sr., President

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO • CALIFORNIA • 94102 • (415) 554-1200

CERTIFICATE

I, **SULULAGI PALEGA, SR.,** duly elected President of the Board of Commissioners of the Housing Authority of the City and County of San Francisco, do hereby certify that the following was adopted at a Regular Meeting of the Commission held on January 24, 2002:

RESOLUTION NO. 5014

RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH CDX BUILDERS INC. TO PROVIDE CONSTRUCTION SERVICES FOR A BUSINESS DEVELOPMENT CENTER AT CAL 1-3, SUNNYDALE, FOR AN AMOUNT NOT-TO-EXCEED $368,000.00.

Attached is a true and correct copy of the Resolution as adopted at the said meeting on file and on record as adopted by the following vote of the Members:

FOR ADOPTION:	**AGAINST ADOPTION:**
Sululagi Palega, Sr.	Shirley Byrd
Julie Lee	
Rev. Edgar E. Boyd	
George R. Brown	
Betty J. Smith	

IN TESTIMONY, WHEREOF, I have hereto set my hand and seal of said Authority this date: _____.

_____

Sululagi Palega, Sr., President

RESOLUTION NO. 5014
DATE ADOPTED: 1/24/02

RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH CDX BUILDERS INC. TO PROVIDE CONSTRUCTION SERVICES FOR THE SUNNYDALE BUSINESS DEVELOPMENT CENTER AT CAL 1-3, SUNNYDALE, FOR AN AMOUNT NOT-TO-EXCEED $368,000.00

WHEREAS, the San Francisco Housing Authority (Authority) received two (2) acceptable bids for the Sunnydale Business Development Center at CAL 1-3, Sunnydale as follows:

Bidder	Bid Amount
1. CDX Builders Inc.	$368,000.00
2. Trini Chance Construction	$450,000.00

WHEREAS, CDX Builders Inc. has submitted a bid of $368,000.00 to provide construction services for the Sunnydale Business Development Center at CAL 1-3, Sunnydale; and

WHEREAS, the Department of Housing and Urban Development (HUD) has funded the Authority under the 2000 CFP (710) program to provide these construction services at CAL 1-3, Sunnydale; and

WHEREAS, the procurement process for this contract meets the procurement standards of 24 CFR 85.36 "Procurement", HUD Handbook 7460.8 REV 1 "Procurement Handbook for Public Housing Agencies and Indian Housing Authorities", the San Francisco Housing Authority Procurement Policy Manual and the State of California and local laws; and

WHEREAS, the Authority has evaluated the bid and determined that CDX Builders Inc., is the lowest responsive and responsible bidder; and

WHEREAS, all additional relevant documents submitted by the bidder have been reviewed and found to be in order:

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Acting Executive Director is authorized to execute a contract with CDX Builders Inc. for Construction Services for the Sunnydale Business Development Center at CAL 1-3, Sunnydale, in an amount not-to-exceed $368,000.00

2. This Resolution shall take effect immediately.

APPROVED AS TO FORM AND LEGALITY:

CARL L. WILLIAMS, General Counsel

Date: 1-18-02

REVIEWED BY:

GREGG FORTNER
Acting Executive Director

Date: 1/18/02

SAN FRANCISCO HOUSING AUTHORITY
440 TURK STREET • SAN FRANCISCO • CALIFORNIA • 94102 • (415) 554-1200

CERTIFICATE

I, **SULULAGI PALEGA, SR.,** duly elected President of the Board of Commissioners of the Housing Authority of the City and County of San Francisco, do hereby certify that the following was adopted at a Regular Meeting of the Commission held on January 24, 2002:

RESOLUTION NO. 5015

RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO APPROVE THE LIST OF NON-DWELLING AND EMPLOYEE UNITS FOR SUBMISSION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Attached is a true and correct copy of the Resolution as adopted at the said meeting on file and on record as adopted by the following vote of the Members:

FOR ADOPTION:	**AGAINST ADOPTION:**
Sululagi Palega, Sr.	Shirley Byrd
Julie Lee	
Rev. Edgar E. Boyd	
George R. Brown	
Betty J. Smith	

IN TESTIMONY, WHEREOF, I have hereto set my hand and seal of said Authority this date: _____.

_____
Sululagi Palega, Sr., President

RESOLUTION NO. 5015

DATE ADOPTED: 1/24/02

RESOLUTION TO AUTHORIZE THE ACTING EXECUTIVE DIRECTOR TO APPROVE THE LIST OF NON-DWELLING AND EMPLOYEE UNITS FOR SUBMISSION TO THE U.S. DEPARTMENT OF HOUSING OF URBAN DEVELOPMENT

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) requires that the Board of Commissioners approve all non-dwelling and employee units; and

WHEREAS, the San Francisco Housing Authority is proposing that fifty-nine (59) units be approved as non-dwelling units, as described in the attached matrix; and

WHEREAS, the San Francisco Housing Authority is proposing that twenty-two (22) units be approved as employee units for resident custodians, as described in the attached matrix; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

The Acting Executive Director is hereby authorized to approve the list of non-dwelling and employee units as described in the attached matrix.

APPROVED AS TO FORM AND LEGALITY:

CARL WILLIAMS, General Counsel

Date: 1-18-02

REVIEWED BY:

GREGG FORTNER, Acting Executive Director

Date: 1/18/02

HUD DEV #	DIST #	DEV NAME	DEV #	UNIT #	ADDRESS	Non-Dwelling Use	Non-Dwelling Status Effective Date	Unit Size	Clients Served	Hours of Operation	Comments
CA001002	1	Potrero Terrace	2	20298	1069 Connecticut	Breast Cancer Early Detection Clinic	1/1/02	3	All Residents	Mon-Fri 8am-5pm	SFHA has entered into an agreement with this agency to provide early detection services for residents.
* CA001002	1	Potrero Terrace	2	20136	1090 Connecticut	S.F.P.D. Office ---------- Art House	10/1/99	2	All Residents	Mon-Thurs 4pm-9pm ---------- Fri - Sat 2pm-10pm	SFHA has an agreement with the SFPD to maintain a regular presence at this development, another tool in our effort to minimize crime at our developments. The unit is shared with the Art House to provide art-related activities with children residing in Potrero Terrace and the Annex.
CA001002	1	Potrero Terrace	2	20135	1088 Connecticut	Resource Center	7/29/92	2	All Residents	Mon-Fri 8am-5pm	Potrero Hill Resource Center This is an information and referral resource(s) center operated at the Potrero Hill Housing Development. Its purpose is to provide residents with information regarding social services available in the city and county of San Francisco. The office acts as a conduit for residents to obtain needed social services and is also open at other hours for special activities (holiday parties for children, food box distribution to seniors, etc.) There is no lease agreement as this is a service provided by staff of the SFHA.
TOTAL NON-DWELLING UNITS AT POTRERO TERRAC						3					
CA001164	2	Valencia Gardens	4	40101	370 Valencia Street #101	FOBS Security Office	2/21/01	3			2nd Security Office. Heavy drug traffic @ Valencia Gardens between Valencia, 15th Street & Guerrero
CA001164	2	Valencia Gardens	4	40164	1790 15th St. #164	FOBS Security Office	4/23/00	3		Mon-Sun 4pm-2am	SFHA has contracted with FOBS to provide on-site security at some of its developments; the security guards work all night in many cases and require office space.
TOTAL NON-DWELLING UNITS AT VALENCIA GARDE						2					
CA001003	1	Sunnydale	3	30089	1748 Sunnydale	Girls After School Academy	8/31/94	2	Girls: 6-18 yrs.	Mon-Fri 8am-5pm	Girls After School Academy, 1748 Sunnydale Avenue. This is a girls and women-centered program with an emphasis on primary prevention activities. The program operates on the concept of peer mentoring, leadership development, and group work to enhance the quality of life for this at-risk population. Specific programs and counseling services may be scheduled at other hours. There is a lease agreement between the Academy and the SFHA.
CA001003	1	Sunnydale	3	30115	1704 Sunnydale	Private Industry Council	7/10/90	3	All Residents	Mon-Fri 8am-5pm	Private Industry Council Office, 1704 Sunnydale Avenue The Private Industry Council has received a federal Youth Opportunity Grant to provide vocational and employment assessment, counseling, and placement services to youth and young adults. The grant was awarded to specifically target at-risk youth and young adults in Visitation Valley and the Sunnydale Housing Development. Specific goals of the program include motivational programs to assist disenfranchised individuals to be able to obtain and maintain employment at levels other than entry. Some additional programs will be scheduled in the evenings and weekends to accommodate residents. There is a lease agreement between the Council and the SFHA.
CA001003	1	Sunnydale	3	30119	1712 Sunnydale	Security office	5/22/94	2	All Residents	Mon-Sun 4pm-2am	SFHA has contracted with PPS to provide on-site security at some of its developments; the security guards work all night in many cases and require office space.
CA001003	1	Sunnydale	3	30230	1653 Sunnydale	Tenant Association office	10/19/95	2	All Residents	Tues, Wed Thurs, Fri	The SFHA allows the tenant association to use this space for its meetings and any other activities it conducts for the benefit of the community and is apart of the Agency's commitment to tenant empowerment.
CA001003	1	Sunnydale	3	30472	170 Brookdale	Computer Learning Center	1/1/02		All Residents	Mon-Fri 8am-5pm	The SFHA has made this unit available temporarily while the Community/Teen Center is being remodeled at the Community Center (1657 Sunnydale).
TOTAL NON-DWELLING UNITS AT SUNNYDALE:						5					

HUD DEV #	DIST #	DEV NAME	DEV #	UNIT #	ADDRESS	Non-Dwelling Use	Non-Dwelling Status Effective Date	Unit Size	Clients Served	Hours of Operation	Comments
CA001008	2	Westside Courts	6	60126	2547 Sutter #126	Tenant Association office	3/9/98	1	All Residents	Mon-Sun 4pm-1am	Tenant Association
CA001008	2	Westside Courts	6	60228	2551 Sutter # 228	Security office	11/1/01	1			Contract with Bay Area Patrol
TOTAL NON-DWELLING UNITS AT WESTSIDE COURTS:						2					
CA001009	2	Westbrook Apts	7	70131	1 Harbor Rd.	Referral Health Center	11/1/01	4	All Residents		The SFHA has entered into an agreement with the Community Health Network to operate the clinic in response to lack of Health & Environment Resources in the community.
CA001009	2	Westbrook Apts	7	70181	104 Kiska Rd	RMC Office	12/3/01	2	All Residents		Ujaama Resident Management Corporation
TOTAL NON-DWELLING UNITS AT WESTBROOK APTS:						2					
CA001010	1	Potrero Annex	8	80030	65 Turner Terrace	Child care facility	1976	1	All Residents	Mon-Fri 7am-6pm	Cleo Wallace Child Development Center, 71 Turner Place The Cleo Wallace Center provides services for children ages 2.9 to 5.9 years in early childhood development and family support. The center is accredited by the National Association of Young Children. It applies the "open classroom theory" as the method to enhance learning and development. The Center focuses on working with the whole family, thus family support is a key component of the services provided. Parent participation is a requirement of enrollment. Hours of operation are Monday through Friday, 7:00 am to 6:00 pm. There is a lease agreement between the center and the SFHA.
CA001010	1	Potrero Annex	8	80031	71 Turner Terrace			1	All Residents	Mon-Fri 7am-6pm	
CA001010	1	Potrero Annex	8	80032	73 Turner Terrace			1	All Residents	Mon-Fri 7am-6pm	
CA001010	1	Potrero Annex	8	80033	75 Turner Terrace			1	All Residents	Mon-Fri 7am-6pm	
CA001010	1	Potrero Annex	8	80034	77 Turner Terrace			1	All Residents	Mon-Fri 7am-6pm	
CA001010	1	Potrero Annex	8	80035	79 Turner Terrace			1	All Residents	Mon-Fri 7am-6pm	
CA001010	1	Potrero Annex	8	80036	81 Turner Terrace	Child care facility	1994	1	All Residents	Mon-Fri 7am-6pm	Oscaryne Williams Center of Hope for Infants, Toddlers & Families, 81 Turner Terrace Operated by the Economic Opportunity Council of San Francisco, the center is a full day, year-round program for infants and toddlers 3 months to 2 ½ years of age. The center primarily services toddlers and families in the Potrero Housing Development area. The overall goal of the program is to provide an environment for children, families and staff to learn, develop and work while experiencing cultural equity and developing positive self-esteem. There is a lease agreement between the center and the SFHA.
CA001010	1	Potrero Annex	8	80045	85 Turner Terrace			1	All Residents	Mon-Fri 9am-5pm	
CA001010	1	Potrero Annex	8	80046	87 Turner Terrace			4	All Residents	Mon-Fri 9am-5pm	
CA001010	1	Potrero Annex	8	80047	89 Turner Terrace	Child care facility	1994	4	All Residents	Mon-Fri 9am-5pm	Potrero Hill Family Resource Center, 85 Turner TerraceThe mission of the Center is to strengthen families and communities, with emphasis on youth, parents, grandparents and their education. The center provides parenting classes, grandparent support groups, kindergarten transition workshops, computer classes and laboratory, transportation, and a drop-in child care center. Group programs may be scheduled in the evenings. There is a lease agreement between the center and the SFHA.
CA001010	1	Potrero Annex	8	80048	91 Turner Terrace			4	All Residents	Mon-Fri 9am-5pm	
CA001010	1	Potrero Annex	8	80049	93 Turner Terrace			4	All Residents	Mon-Fri 9am-5pm	
CA001010	1	Potrero Annex	8	80050	95 Turner Terrace			1	All Residents	Mon-Fri 9am-5pm	
CA001010	1	Potrero Annex	8	80083	751 Missouri	Food Pantry	10/1/97	2	All Residents		Oscaryne's Grandparents Food Pantry Program
CA001010	1	Potrero Annex	8	80107	851 Missouri	Laundromat	10/1/88	1	All Residents	Mon-Sun 10am-4pm	Resident-Owned Business

HUD DEV #	DIST #	DEV NAME	DEV #	UNIT #	ADDRESS	Non-Dwelling Use	Non-Dwelling Status Effective Date	Unit Size	Clients Served	Hours of Operation	Comments
CA001010	1	Potrero Annex	8	80155	59 Watchman	Sewing outlet	6/28/95	2	All Residents	Weekdays 5pm-9pm Weekends by Appt.	Resident Business This is a resident-established sewing business, sewing articles of clothing to designing and sewing decorative items. Custom orders for sewing are solicited from the community and organizations. The resident hopes that the sewing center can also become an educational center to train other residents in home economics and sewing and becoming small business persons and that this may become a full-time business generating a livable income in the future. There is a lease agreement between the resident and the SFHA.
CA001010	1	Potrero Annex	8	80157	65 Watchman	Food Pantry	3/9/83	2	All Residents	Friday 1:30pm-4:30pm	Oscaryne's Grandparents Food Pantry Program Through the Potrero Hill Family Resource Center, free bags of food are provided every Friday from 1:30 pm to 4:30 pm. The food is provided by the San Francisco Food Bank. Approximately 140 free bags of food are distributed weekly. The program operates as an adjunct to the lease between the Potrero Hill Family Resource Center and the SFHA.
CA001010	1	Potrero Annex	8	80164	79 Wathchman	Resident Owned Business (Store)	2/21/97	2	All Residents	Tues-Sun 9am-9pm	Resident Business This is a proposed candy and snack(s) business that is being developed by a resident of the Potrero Hill Housing Development. The resident has submitted a business plan, has obtained a seller's permit, letters of recommendation from the property manager and other residents, and a ninety-signature petition from residents desiring the business to become available. The SFHA is in the process of assisting this resident to establish the business and a lease agreement will be drawn up between the resident and the SFHA. This particular facility is under review for a more comprehensive use of the space for resident businesses or other uses.
TOTAL NON-DWELLING UNITS AT POTRERO ANNEX:						18					
CA001011	2	North Beach	9	90152	501 Bay Street #152	Resident Hiring Office	10/19/01	3	All Residents	Mon - Fri 8am-5pm	HOPE VI Plan
CA001011	2	North Beach	9	90160	650 Francisco St #160	North Beach One Stop Shop	9/20/00	2	All Residents	Mon-Tue 6:30am - 4pm & Wed 6:30am to 12noon	One Stop Relocation Shop, 650 Francisco Street This is a one stop center for the relocation of residents in the North Beach Hope VI Revitalization Project. The center provides information, assists residents to move to other temporary housing while awaiting the new development to be built. The staff assists in relocation, moving costs, setting up a new home, family self-sufficient plans, case management and on-going tracking of residents to assure that they will be notified of their primary right to move back to the newly developed housing. There is no lease agreement as this is a service provided by the SFHA.
CA001011	2	North Beach	9	90152	501 Bay Street #152	Computer Learning Center	10/19/01	3	All Residents	Mon - Fri 8am-5pm	HOPE VI Plan
CA001011	2	North Beach	9	90233	475 Bay #233	Security office	10/7/97	1	All Residents	Mon-Sun 4pm-2am	SFHA has contracted with FOBS to provide on-site secuirty at some of its developments; the security guards work all night in many cases and require office space.
TOTAL NON-DWELLING UNITS AT NORTH BEACH:						4					
CA001015	2	Ping Yuen	10	100122	795 Pacific #122	Property office		1	General	Mon-Fri 8am-5pm	
TOTAL NON-DWELLING UNITS AT PING YUEN:						1					
CA001016	2	Alemany	11	110938	938 Ellsworth	Property office	2/13/98	2	General	Mon-Fri 8am - 5pm	

HUD DEV #	DIST #	DEV NAME	DEV #	UNIT #	ADDRESS	Non-Dwelling Use	Non-Dwelling Status Effective Date	Unit Size	Clients Served	Hours of Operation	Comments
CA001016	2	Alemany	11	110947	947 Ellsworth	Tenant Association office	7/25/88	2	General		
TOTAL NON-DWELLING UNITS AT ALEMANY:						2					
* CA0010011	2	Holly Courts	01	010085	85 Patton Street	Tenant Association office	10/1/99	1	Adult/ Youth Services		
TOTAL NON-DWELLING UNITS AT HOLLY COURTS:						1					
CA00101801	3	JFK Towers	20	200108	2451 Sacramento #108	Employee: Resident Custodian		2		Mon-Fri 8am-5pm and on call 24hrs	
TOTAL NON-DWELLING UNITS AT JFK TOWERS:						1					
* CA00101803	1	Hunters View	15	150081	130 West Point Rd	S.F.P.D. Office	9/6/99	1	General	Mon-Thurs 4pm-9pm Fri-Sat 2pm–10pm	SFHA has an agreement with the SFPD to maintain a regular presence at this development, another tool in our effort to minimize crime at our developments.
CA00101803	1	Hunters View	15	150173	207 West Point Rd	Soul'd Out		4	All Residents	Mon-Fri 9am-5pm + weekends	<u>Soul'd Out Program, 207 West Point Road</u> This is a community-based organization working towards a multicultural community, with emphasis on activities that assist children, youth, and families. Individual tutoring is provided. Group activities are regularly scheduled to provide a milieu for individuals to be in relation to each other. There is a strong emphasis on academics and civic responsibility for children and youth. In addition to the regular hours of operation, there are also weekend programs scheduled. Community-wide activities are also sponsored to create a sense of unity. There is a lease agreement between the program and the SFHA.
CA00101803	1	Hunters View	15	150187	223 West Point Rd	Tenant Association office	8/7/01	3		Mon-Fri 8am - 5pm	
CA00101803	1	Hunters View	15	150189	227 West Point Rd	Young Community Developers	3/1/89	3	General	Mon-Fri 8am - 5pm	Funded by Private Industry Council to provide apprenticeship or apprenticeship job training referrals to residents.
CA00101803	1	Hunters View	15	150190	229 West Point Rd	Young Community Developers	3/1/89	3	General	Mon-Fri 8am - 5pm	
CA00101803	1	Hunters View	15	150193	235 West Point Rd	Young Community Developers		2			
CA00101803	1	Hunters View	15	150200	249 West Point Rd	Computer Learning Center		2	Adult & Youth	Mon-Fri 3pm-6pm	<u>Computer Learning Center, 249 West Point Road</u> This is a SFHA established computer learning and educational center geared to the needs of children and youth. There is presently an afterschool program that provides tutoring and academic instruction. Eventually programs will be expanded to included adults. The hours of operation are 3:00 pm to 6:00 pm, Monday through Friday. There is no lease agreement as this is a SFHA established program and ser[illegible]
CA0010180	1	Hunters View	15	150286	112 Middle Point	Property Office	1/16/01	4	All Residents	Mon-Fri 8am-5pm	Provides better visibility & site representation.
CA00101803	1	Hunters View	15	150351	127 West Point Rd	Head Start Program		2	Children 3-5 yrs old	Mon-Fri 8am-5pm	Currently San Francisco Head Start Program inconjuction with San Francisco University will expand its services from 125 West Point to include 127 West Point.

HUD DEV #	DIST #	DEV NAME	DEV #	UNIT #	ADDRESS	Non-Dwelling Use	Non-Dwelling Status Effective Date	Unit Size	Clients Served	Hours of Operation	Comments
TOTAL NON-DWELLING UNITS AT HUNTERS VIEW:						9					
CA001018-0	1	Alice Griffith	16	160123	2 Cameron Way	Resource Center / After-school kids program		2	Children 5-15yrs old	M-F 4pm-7pm	<u>New Directions After-School Tutorial Program, 2 Cameron Way</u> This is a tutorial and supportive services program for children and youth. The agency is a community-based organization working in collaboration with the SFHA to serve children and youth at the Alice Griffith Housing Develoment. The hours of operation are Monday through Friday, 4:00 pm to 7:00 pm and weekend group programs are regularly scheduled. There is no lease agreement with this community-based organization. <u>Health, Education and Resource Center, 2 Cameron Way</u> This is a program sponsored by the San Francisco Department of Public Health in collaboration with the SFHA. Its primary aim is to educate residents to become aware of health needs and to access resources that are available. There is a special emphasis in reaching out to children and youth and families. A community-wide educational program in asthma has also been instituted. The hours of operation are Monday through
CA001018-0	1	Alice Griffith	16	160124	4 Cameron Way	Laundromat	12/3/96	2			Resident-Owned Business
CA001018-0	1	Alice Griffith	16	160127	10 Cameron Way	Tenant Association office	1/11/88	2	General	Mon-Fri 10:30am-2:30pm	
CA001018-0	1	Alice Griffith	16	160224	207 Cameron Way	Property / Security office	9/13/95	5	All Residents	Mon-Sun 12pm-4am	
TOTAL NON-DWELLING UNITS AT ALICE GRIFFITH:						4					
CA001018-0	3	Rosa Parks	17	170111	1251 Turk St #111	Employee: Resident Custodian		2		M-F 8am-5pm and on call 24hrs	
CA001018-0	3	Rosa Parks	17	170418	1251 Turk St #418	Emergency Relocation Unit	10/1/99	2	All Residents	Minimum stay one week and as long as 3 month depending on situation	<u>Emergency Unit</u> This unit is used for emergency relocation housing, primarily for incidents of domestic violence, as a temporary safe house. Other emergencies may include residents needing temporary housing due to fires or major maintenance issues (flooding, etc.). The availability of a unit for this purpose is very important in order that the SFHA may be able to provide a sense of security for its residents. There is no lease agreement as this is a SFHA service.
TOTAL NON-DWELLING UNITS AT ROSA PARKS:						2					
CA001018-1	3	Woodside Gardens	22	220201	255 Woodside #201	Employee: Resident Custodian		2		M-F 8am-5pm and on call 24hrs	
TOTAL NON-DWELLING UNITS AT WOODSIDE GARDE						1					
CA001018-1	3	Mission Dolores	21	210105	1855-15th #105	Employee: Resident Custodian		2		M-F 8am-5pm and on call 24hrs	
TOTAL NON-DWELLING UNITS AT MISSION DOLORES:						1					
CA001019-0	3	990 Pacific	23	230219	990 Pacific #219	Employee: Resident Custodian	8/23/93	1		M-F 8am-5pm and on call 24hrs	
TOTAL NON-DWELLING UNITS AT 990 PACIFIC AVENU						1					

HUD DEV #	DIST #	DEV NAME	DEV #	UNIT #	ADDRESS	Non-Dwelling Use	Non-Dwelling Status Effective Date	Unit Size	Clients Served	Hours of Operation	Comments
CA001019-0	3	1750 McAllister	43	430104	1750 McAllister #104	Employee: Resident Custodian	2/4/97	2		M-F 8am-5pm and on call 24hrs	
TOTAL NON-DWELLING UNITS AT 1750 McALLISTER:						1					
CA001020	3	3850-18th / Dorland	27	270107	3850-18th #107	Employee: Resident Custodian		1		M-F 8am-5pm and on call 24hrs	
TOTAL NON-DWELLING UNITS AT 3850-18TH STREET/						1					
CA001021	3	320/330 Clementina	31	310102	320 Clementina #102	Property Office		2			
CA001021	3	320/330 Clementina	31	310112	320 Clementina #112	Employee: Resident Custodian	8/23/93	1		M-F 8am-5pm and on call 24hrs	
CA001021	3	320/330 Clementina	31	310201	330 Clementina #201	Employee: Resident Custodian	5/30/86	1		M-F 8am-5pm and on call 24hrs	
TOTAL NON-DWELLING UNITS AT CLEMENTINA TOW						3					
CA001023	3	1880 Pine	34	340401	1880 Pine #401	Employee: Resident Custodian		2		M-F 8am-5pm and on call 24hrs	
TOTAL NON-DWELLING UNITS AT 1880 PINE STREET:						1					
CA001027	3	350 Ellis	25	250101	350 Ellis St #1A	Employee: Resident Custodian		1		M-F 8am-5pm and on call 24hrs	
TOTAL NON-DWELLING UNITS AT 350 ELLIS STREET:						1					
CA001028	3	666 Ellis	32	320102	666 Ellis St #102	Employee: Resident Custodian		1		M-F 8am-5pm and on call 24hrs	
CA001028	3	666 Ellis	32	320208	666 Ellis St #208	Tenant Association office	3/28/97	0			
TOTAL NON-DWELLING UNITS AT 666 ELLIS STREET:						2					
CA001029	3	345 Arguello Blvd	41	410100	345 Arguello #100	Employee: Resident Custodian		2		M-F 8am-5pm and on call 24hrs	
TOTAL NON-DWELLING UNITS AT 345 ARGUELLO BO						1					
CA001030	3	462 Duboce	28	280305	462 Duboce #305	Employee: Resident Custodian		1		M-F 8am-5pm and on call 24hrs	
TOTAL NON-DWELLING UNITS AT 462 DUBOCE STREE						1					

HUD DEV #	DIST #	DEV NAME	DEV #	UNIT #	ADDRESS	Non-Dwelling Use	Non-Dwelling Status Effective Date	Unit Size	Clients Served	Hours of Operation	Comments
CA001031	3	25 Sanchez	40	400101	25 Sanchez #101	Employee: Resident Custodian	8/23/93	2		M-F 8am-5pm and on call 24hrs	
TOTAL NON-DWELLING UNITS AT 25 SANCHEZ STREE						1					
CA001032	3	1760 Bush	33	330202	1760 Bush #202	Employee: Resident Custodian	2/3/97	1		M-F 8am-5pm and on call 24hrs	
TOTAL NON-DWELLING UNITS AT 1760 BUSH STREET:						1					
CA001034	3	363 Noe	37	370011	363 Noe #11	Employee: Resident Custodian	11/6/89	1		M-F 8am-5pm and on call 24hrs	
TOTAL NON-DWELLING UNITS AT 363 NOE STREET:						1					
CA001035	3	2698 California	39	390407	2698 California #407	Employee: Resident Custodian		1		M-F 8am-5pm and on call 24hrs	
TOTAL NON-DWELLING UNITS AT 2698 CALIFORNIA S						1					
CA001036	3	227 Bay	24	240108	227 Bay #108	Community Room / Property Office		1	Residents		
CA001036	3	227 Bay	24	240208	227 Bay #208	Employee: Resident Custodian	8/23/93	1		M-F 8am-5pm and on call 24hrs	
TOTAL NON-DWELLING UNITS AT 227 BAY STREET:						2					
CA001037	3	491-31st Ave	42	420204	491 31st #204	Employee: Resident Custodian		2		M-F 8am-5pm and on call 24hrs	
TOTAL NON-DWELLING UNITS AT 491-31ST AVENUE:						1					
CA001039	3	939 Eddy	46	460105	939 Eddy #105	Tenant Association office	9/2/93	0			
CA001039	3	939 Eddy	46	460206	939 Eddy #206	Employee: Resident Custodian		0		M-F 8am-5pm and on call 24hrs	
TOTAL NON-DWELLING UNITS AT 939 EDDY STREET:						2					
CA001041	3	430 Turk	49	490305	430 Turk #305	Employee: Resident Custodian		2		M-F 8am-5pm and on call 24hrs	
TOTAL NON-DWELLING UNITS AT 430 TURK STREET:						1					
*Units Off line for Non-dwelling purposes effective 10/1/99, unless otherwise noted.											
TOTAL NON-DWELLING/EMPLOYEE UNITS FOR APPROVAL:							81				

SAN FRANCISCO HOUSING AUTHORITY
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CERTIFICATE

I, **SULULAGI PALEGA, SR.,** duly elected President of the Board of Commissioners of the Housing Authority of the City and County of San Francisco, do hereby certify that the following was adopted at a Regular Meeting of the Commission held on January 24, 2002:

RESOLUTION NO. 5016

RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO EXECUTE AND SUBMIT AN APPLICATION TO THE MAYOR'S OFFICE OF COMMUNITY DEVELOPMENT FOR THE YEAR 2002 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING IN PARTNERSHIP WITH FRIENDS OF THE URBAN FOREST FOR TREE PLANTING AT FAMILY DEVELOPMENTS

Attached is a true and correct copy of the Resolution as adopted at the said meeting on file and on record as adopted by the following vote of the Members:

FOR ADOPTION:	**AGAINST ADOPTION:**
Sululagi Palega, Sr.	
Julie Lee	
Shirley Byrd	
Rev. Edgar E. Boyd	
George R. Brown	
Betty J. Smith	

IN TESTIMONY, WHEREOF, I have hereto set my hand and seal of said Authority this date: _____.

_____
Sululagi Palega, Sr., President

RESOLUTION NO. 5016

DATE ADOPTED 1/24/02

RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO EXECUTE AND SUBMIT AN APPLICATION TO THE MAYOR'S OFFICE OF COMMUNITY DEVELOPMENT FOR THE YEAR 2002 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING IN PARTNERSHIP WITH FRIENDS OF THE URBAN FOREST FOR TREE PLANTING AT FAMILY DEVELOPMENTS

WHEREAS, the Mayor's Office of Community Development (MOCD), in partnership with the Mayor's Office of Housing (MOH), issued a Request for Proposals for the 2002 Community Development Block Grant (CDBG) and Emergency Shelters Grant (ESG) Programs; and

WHEREAS, the Housing Authority of the City and County of San Francisco (the Authority) has prepared the applications based on the input of residents, Customer Service, Maintenance, and Modernization; and

WHEREAS, the Authority has reviewed the application material and understands the recurring issues in the City such as the need for landscape enhancement of public housing which also provides erosion control; and

WHEREAS, the Authority has reviewed the Citizens Committee on Community Development (CCCD) findings and recognizes that the proposed application for tree planting will meet some of the needs of the surveyed neighborhoods; and

WHEREAS, this yearly program encourages partnerships with an organization that can provide these services and provide training and employment for residents of public housing, and the Authority has identified the Friends of the Urban Forest, and

WHEREAS, the deadline for the applications is January 24, 2002, and the Authority has received permission to submit the signature page on January 25, 2002.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Acting Executive Director is authorized to execute and submit an application for the Year 2002 CDBG Funding for tree planting at family developments in partnership with Friends of the Urban Forest.

2. The President of the Board of Commissioners is authorized to execute the Applications on behalf of the Board of Commissioners.

3. The Resolution shall take effect immediately.

APPROVED AS TO FORM AND LEGALITY:

Carl L. Williams, General Counsel

1-18-02
Date

REVIEWED BY:

Gregg Fortner, Acting Executive Director

1/18/02
Date

SAN FRANCISCO HOUSING AUTHORITY
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CERTIFICATE

I, **SULULAGI PALEGA, SR.,** duly elected President of the Board of Commissioners of the Housing Authority of the City and County of San Francisco, do hereby certify that the following was adopted at a Regular Meeting of the Commission held on January 24, 2002:

RESOLUTION NO. 5017

RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO EXECUTE AND SUBMIT APPLICATIONS TO THE MAYOR'S OFFICE OF COMMUNITY DEVELOPMENT FOR THE YEAR 2002 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING FOR CONSTRUCTION OF:

SECURITY FENCING AT CAL 1-10, POTRERO ANNEX,
SECURITY FENCING AT CAL 1-16, ALEMANY,
SECURITY FENCING AT CAL 1-18(4), ALICE GRIFFITH,
504 COMPLIANCE WORK AT CAL 1-3, SUNNYDALE,
504 COMPLIANCE WORK AT CAL 1-8, WESTSIDE COURTS

Attached is a true and correct copy of the Resolution as adopted at the said meeting on file and on record as adopted by the following vote of the Members:

FOR ADOPTION:	**AGAINST ADOPTION:**
Sululagi Palega, Sr.	
Julie Lee	
Shirley Byrd	
Rev. Edgar E. Boyd	
George R. Brown	
Betty J. Smith	

IN TESTIMONY, WHEREOF, I have hereto set my hand and seal of said Authority this date: _____.

_____
Sululagi Palega, Sr., President

RESOLUTION NO. 5017

DATE ADOPTED 1/24/02

RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO EXECUTE AND SUBMIT APPLICATIONS TO THE MAYOR'S OFFICE OF COMMUNITY DEVELOPMENT FOR THE YEAR 2002 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING FOR CONSTRUCTION OF:

1) **SECURITY FENCING AT CAL 1-10, POTRERO ANNEX,**
2) **SECURITY FENCING AT CAL 1-16, ALEMANY,**
3) **SECURITY FENCING AT CAL 1-18(4), ALICE GRIFFITH,**
4) **504 COMPLIANCE WORK AT CAL 1-3, SUNNYDALE,**
5) **504 COMPLIANCE WORK AT CAL 1-8, WESTSIDE COURTS.**

WHEREAS, the Mayor's Office of Community Development (MOCD), in partnership with the Mayor's Office of Housing (MOH), issued a Request for Proposals for the 2002 Community Development Block Grant (CDBG) and Emergency Shelters Grant (ESG) Programs; and

WHEREAS, the Housing Authority of the City and County of San Francisco (the Authority) has reviewed the application material and understands the recurring issues in the City such as the need for security, disability access, employment and training programs for low income residents of public housing; and

WHEREAS, the Authority has reviewed the Citizens Committee on Community Development (CCCD) findings and recognizes that the proposed applications for the security fencing at Cal 1-10, Potrero Annex, Cal 1-16, Alemany, and Cal 1-18(4), Alice Griffith and 504 Compliance work at Cal 1-3, Sunnydale and CAL 1-8, Westside Courts meet some of the needs of the surveyed neighborhoods; and

WHEREAS, the Authority has prepared the applications based on the input of residents, Customer Service, Maintenance, and Modernization and Construction; and

WHEREAS, the submitted applications require the authorization of the Board of Commissioners and the signature from the Acting Executive Director and the President of the Authority's Board of Commissioners; and

WHEREAS, the deadline for the applications is January 24, 2002 and the Authority has received permission to submit the signature page on January 25, 2002.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Acting Executive Director is authorized to execute and submit applications to the Mayor' Office of Community Development for the year 2002 Community

Development Block Grant (CDBG) funding for security fencing at Cal 1-10, Potrero Annex, Cal 1-16, Alemany, and Cal 1-18(4), Alice Griffith and 504 Compliance work at Cal 1-3, Sunnydale and CAL 1-8, Westside Courts

2. The President of the Board of Commissioners is authorized to execute the Applications on behalf of the Board of Commissioners.

3. The Resolution shall take effect immediately.

APPROVED AS TO FORM AND LEGALITY:

Carl L. Williams, General Counsel

1-19-02
Date

REVIEWED BY:

Gregg Fortner, Acting Executive Director

1/18/02
Date

(Material prepared by R. Dahlstrom, M. Bulota-Kane and A. Sisca – Modernization and Construction)

SAN FRANCISCO HOUSING AUTHORITY
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CERTIFICATE

I, **SULULAGI PALEGA, SR.,** duly elected President of the Board of Commissioners of the Housing Authority of the City and County of San Francisco, do hereby certify that the following was adopted at a Regular Meeting of the Commission held on January 24, 2002:

RESOLUTION NO. 5018

RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO EXECUTE AND SUBMIT TWELVE APPLICATIONS TO THE MAYOR'S OFFICE OF COMMUNITY DEVELOPMENT FOR THE YEAR 2002 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING IN PARTNERSHIP WITH THE SAN FRANCISCO CONSERVATION CORPS (SFCC)

Attached is a true and correct copy of the Resolution as adopted at the said meeting on file and on record as adopted by the following vote of the Members:

FOR ADOPTION:	**AGAINST ADOPTION:**
Sululagi Palega, Sr.	
Julie Lee	
Shirley Byrd	
Rev. Edgar E. Boyd	
George R. Brown	
Betty J. Smith	

IN TESTIMONY, WHEREOF, I have hereto set my hand and seal of said Authority this date: _____.

_____
Sululagi Palega, Sr., President

RESOLUTION NO. 5018

DATE ADOPTED 1/24/02

RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO EXECUTE AND SUBMIT TWELVE APPLICATIONS TO THE MAYOR'S OFFICE OF COMMUNITY DEVELOPMENT FOR THE YEAR 2002 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING IN PARTNERSHIP WITH THE SAN FRANCISCO CONSERVATION CORPS (SFCC)

WHEREAS, the Mayor's Office of Community Development (MOCD), in partnership with the Mayor's Office of Housing (MOH), issued a Request for Proposals for the 2002 Community Development Block Grant (CDBG) and Emergency Shelters Grant (ESG) Programs; and

WHEREAS, the Housing Authority of the City and County of San Francisco (the Authority) has reviewed the application material and understands the recurring issues in the City such as the need for desirable support services for senior residents of public housing; and

WHEREAS, the Authority has reviewed the Citizens Committee on Community Development (CCCD) findings and recognizes that the proposed applications for the twelve (12) outdoor community space improvements for senior high-rises will meet some of the needs of the surveyed neighborhoods; and

WHEREAS, the Authority has prepared the applications based on the input of residents, Customer Service, Maintenance, Social Services, and Modernization and Construction; and

WHEREAS, this yearly program encourages partnerships with an organization that can provide these services and provide training and employment for residents of public housing, and the Authority has chosen to work with the San Francisco Conservation Corps (SFCC); and

WHEREAS, SFCC has consistently proved to provide high quality services and training, employment and employment retention programs for residents of public housing; and

WHEREAS, the deadline for the applications is January 24, 2001 and the Authority has received permission to submit the signature page on January 25, 2002.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Acting Executive Director is authorized to execute and submit twelve applications for the Year 2002 Community Development Block Grant (CDBG) Funding for twelve (12) outdoor community space improvements for senior high-rises in partnership with the San Francisco Conservation Corps.

2. The President of the Board of Commissioners is authorized to execute the Applications on behalf of the Board of Commissioners.

3. The Resolution shall take effect immediately.

APPROVED AS TO FORM AND LEGALITY: REVIEWED BY:

Carl L. Williams, General Counsel

Gregg Fortner, Acting Executive Director

1-18-02
Date

1/18/02
Date

(Material prepared by R. Dahlstrom, M. Bulota-Kane and A. Sisca – Modernization and Construction)

SAN FRANCISCO HOUSING AUTHORITY
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CERTIFICATE

I, **SULULAGI PALEGA, SR.,** duly elected President of the Board of Commissioners of the Housing Authority of the City and County of San Francisco, do hereby certify that the following was adopted at a Regular Meeting of the Commission held on January 24, 2002:

RESOLUTION NO. 5019

RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO SUBMIT ONE APPLICATION FOR THE YEAR 2002 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING FOR INSTALLATION OF ONE STOREFRONT GLASS PARTITION LOCATED ON THE BREEZEWAY BETWEEN 320 AND 330 CLEMENTINA TOWERS IN PARTNERSHIP WITH TODCO DEVELOPMENT

Attached is a true and correct copy of the Resolution as adopted at the said meeting on file and on record as adopted by the following vote of the Members:

FOR ADOPTION:	**AGAINST ADOPTION:**
Sululagi Palega, Sr.	
Julie Lee	
Shirley Byrd	
Rev. Edgar E. Boyd	
George R. Brown	
Betty J. Smith	

IN TESTIMONY, WHEREOF, I have hereto set my hand and seal of said Authority this date: _____.

_____
Sululagi Palega, Sr., President

RESOLUTION NO. 5019
DATE ADOPTED 1/24/02

RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO SUBMIT ONE APPLICATION FOR THE YEAR 2002 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING FOR INSTALLATION OF ONE STOREFRONT GLASS PARTITION TO ONE SIDE OF THE OPEN AIR CANOPY (BREEZEWAY) THAT CURRENTLY LINKS 320 AND 330 CLEMENTINA TOWERS IN PARTNERSHIP WITH TODCO DEVELOPMENT

WHEREAS, every year the Mayor's Office of Community Development (MOCD), in partnership with the Mayor's Office of Housing (MOH), issues a Request for Proposals for the Community Development Block Grant (CDBG) and Emergency Shelters Grant (ESG) Programs; and

WHEREAS, the Housing Authority of the City and County of San Francisco ("the Authority") has reviewed the application material and understands the recurring issues in the City such as the need for security and safety in our senior housing developments in order to provide a more desirable lifestyle and support services for senior residents of public housing; and

WHEREAS, the Authority has consulted with Clementina Towers residents who requested this action and subsequently have reviewed and recognized that the proposed application for the installation of this glass partition improvement on the Clementina Towers breezeway will meet the needs of the residents; and

WHEREAS, this yearly program encourages partnerships with an organization that can provide these services and provide training and employment for residents of public housing, and the Authority has chosen to work with TODCO development due to their current work in improving the Clementina Towers Commons; and

WHEREAS, a draft of this application is enclosed with this resolution, which has been reviewed by SFHA staff who have identified the total cost of the partition and a temporary booth at around $100,000; and

WHEREAS, TODCO has consistently proved to provide high quality services and training, employment and employment retention programs for residents of affordable housing in the Yerba Buena Center area, and soon, residents of public and senior housing, as their Howard Street project gets closer to breaking ground in late 2002; and

WHEREAS, the deadline for the application is January 24, 2002;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Acting Executive Director is authorized to execute and submit one application for the Year 2002 Community Development Block Grant (CDBG) Funding for the installation of a storefront glass partition to one side of the open-air canopy that currently links 320 and 330 Clementina Towers in partnership with TODCO Development.

2. The President of the Board of Commissioners is authorized to execute the Application on behalf of the Board of Commissioners.

3. The Resolution shall take effect immediately.

APPROVED AS TO FORM AND LEGALITY:

Carl L. Williams, General Counsel

Date 1-18-02

REVIEWED BY:

Gregg Fortner, Acting Executive Director

Date 1/18/02

SAN FRANCISCO HOUSING AUTHORITY
440 Turk Street • San Francisco CA • 94102 • (415) 554-1200

PUBLIC NOTICE
SPECIAL MEETING

A SPECIAL MEETING OF THE SAN FRANCISCO HOUSING AUTHORITY COMMISSION WILL BE HELD ON **THURSDAY, JANUARY 31, 2002 AT 10:00 A.M.** AT 440 TURK STREET, SAN FRANCISCO, CALIFORNIA 94102

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02-01-02A10:13 RCVD

AGENDA

1. Roll Call: *Sululagi Palega, Sr., President*
   Julie Lee, Vice President
   Shirley Byrd, Commissioner
   Rev. Edgar E. Boyd, Commissioner
   George R. Brown, Commissioner
   Betty J. Smith, Commissioner

2. Approval of Agenda

3. Public Comment on Agenda Items– Limited to 2 Minutes

4. Action Item - The Commission will consider the following item:
   CONSIDERATION AND ACTION TO SETTLE LITIGATION: CARMEN ROSALES V. SAN FRANCISCO HOUSING AUTHORITY, ET. AL. [CASE NO: C-95-4509]

5. Closed Session

   As authorized by California Government Code Section 54956.9(a): Conference with General Counsel and Outside Counsel regarding existing litigation and possible settlement: Carmen Rosales v. San Francisco Housing Authority, et.al. (Case No: C-95-4509)

6. Reconvening of Special Meeting

7. Adjournment

GREGG FORTNER, Acting Executive Director

HOUSING AUTHORITY
OF THE
CITY AND COUNTY OF SAN FRANCISCO

Minutes of Special Meeting
Thursday, January , 2002

440 Turk Street
San Francisco, California

The Housing Authority of the City and County of San Francisco met in special session at 440 Turk Street, San Francisco, California on Thursday, January 31, 2002, at 10:00 p.m.

The meeting was called to order by President Palega at 10:47 a.m.

1. ROLL CALL

Roll call found the following members to be:

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PRESENT: *Sululagi Palega, Sr., President*
Rev. Edgar E. Boyd, Commissioner
George R. Brown, Commissioner
Betty J. Smith, Commissioner

ABSENT: (EXCUSED) *Julie Lee, Vice President*
Shirley Byrd, Commissioner

A quorum was present.

ALSO PRESENT: *Mr. Gregg Fortner, Acting Executive Director*
Mr. Carl L. Williams, General Counsel

2. APPROVAL OF AGENDA

Commissioner Boyd moved to approve the agenda and Commissioner Smith seconded the motion. The agenda of January 31, 2002 was UNANIMOUSLY APPROVED.

3. PUBLIC COMMENT ON AGENDA ITEMS – Limited to 2 Minutes: None

4. ACTION ITEM:

President Palega stated that the Commission would go into closed session regarding the item scheduled for action. There being no objection, the Commission went into closed session at 10:50 a.m.

5. RECONVENING OF COMMISSION MEETING

The Commission reconvened from its closed session at 11:41 a.m. President Palega stated that the Commission met and discussed the issue of settlement of the case Carmen Rosales v. San Francisco Housing Authority, et. al. (Case No: C-95-4509). The Commission unanimously approved in closed session to settle the case for $265,000.00. Commissioner Brown moved to approve the settlement and Commissioner Smith seconded the motion. The motion to approve settlement of the litigation, Carmen Rosales v. San Francisco Housing Authority, et. al. (Case No. C-95-4509), in the amount of $265,000.00 was UNANIMOUSLY APPROVED.

6. ADJOURNMENT

President Palega moved to adjourn the meeting and Commissioner Brown seconded the motion. There being no further business to come before the Commission, the meeting of January 31, 2002 was adjourned at 11:55 a.m.

Gregg Fortner, Acting Executive Director

Sululagi Palega Sr., President

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COMMISSION MEETING PACKET

FEBRUARY 14, 2002

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NOTICE

THE REGULARLY SCHEDULED MEETING OF THE SAN FRANCISCO HOUSING AUTHORITY COMMISSION WILL BE HELD ON THURSDAY, FEBRUARY 14, 2002 AT 4:00 P.M. AT 440 TURK STREET, SAN FRANCISCO, CALIFORNIA, 94102

AGENDA
February 14, 2002

1. ROLL CALL

Sululagi Palega, Sr., President
Julie Lee, Vice President
Shirley Byrd, Commissioner
Rev. Edgar E. Boyd, Commissioner
George R. Brown, Commissioner
Betty J. Smith, Commissioner

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2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES

- Regular Meeting of January 24, 2002
- Special Meeting of January 31, 2002

02-19-02A09:25 RCVD

4. GENERAL COMMUNICATIONS

5. REPORT OF ACTING SECRETARY

- Status of reoccupancy of Plaza East and report of strategies to assure a safe and crime-free environment
- Report on efforts to increase voter registration among public housing residents in San Francisco and plans to encourage public housing residents to vote on election day
- Report on strategies and programs to assure and increase resident employment

6. COMMITTEE REPORTS

Diversity Committee - Nothing to Report

Finance Committee – Report regarding meeting of February 5, 2002

Personnel Committee - Nothing to Report

7. REPORT OF GENERAL COUNSEL

8. TENANT REPRESENTATIVE REPORT:

City Wide Council - Senior/Disabled
Public Housing Tenants Association (PHTA)

9. PUBLIC COMMENTS ON AGENDA ITEMS: LIMITED TO 2 MINUTES

NOTE: *The public will have the opportunity to comment on agenda items prior to any action taken by the Commission pursuant to the San Francisco Housing Authority Rules Governing Public Testimony adopted 2/23/95 as Resolution No. 4423. Prior to adjournment, after Item No. 11, the public will have the opportunity to comment on items not on the agenda.*

10. UNFINISHED BUSINESS

(A) RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH MORAN CONSULTING, INC. TO CONDUCT CUSTOMER SERVICE TRAINING FOR EMPLOYEES OF THE SAN FRANCISCO HOUSING AUTHORITY IN AN AMOUNT NOT TO EXCEED $41,250.00

11. NEW BUSINESS

(A) RESOLUTION APPROVING RATIFICATION OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE NORTHERN CALIFORNIA CARPENTERS REGIONAL COUNCIL / LOCAL 22 AND THE SAN FRANCISCO HOUSING AUTHORITY

(B1) RESOLUTION APPROVING RATIFICATION OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE MUNICIPAL EXECUTIVES' ASSOCIATION (MEA) AND THE SAN FRANCISCO HOUSING AUTHORITY

(B2) RESOLUTION FOR EMPLOYER PAID MEMBER CONTRIBUTIONS

(B3) RESOLUTION FOR PAYING AND REPORTING THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTIONS

(B4) RESOLUTION FIXING THE EMPLOYER'S CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT

NEW BUSINESS (cont..)

(C) RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO TRANSFER $400,000.00 OF ROSS APPRENTICESHIP PROGRAM FUNDING TO THE CITY AND COUNTY OF SAN FRANCISCO'S DEPARTMENT OF HUMAN SERVICES FOR OVERSEEING JOB TRAINING AND ADMINISTRATION ACTIVITIES OF PUBLIC HOUSING RESIDENTS WHO WANT TO PURSUE CAREERS IN THE BUILDING AND CONSTRUCTION TRADES

(D) RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR'S EXECUTION OF THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) HOPE VI DEMOLITION GRANT AGREEMENT FOR THE NORTH BEACH (CAL 1-11) HOUSING DEVELOPMENT AWARDED IN 2001

(E) APPROVING AND AUTHORIZING THE PRESIDENT OF THE COMMISSION TO SEND LETTER TO SAN FRANCISCO BOARD OF SUPERVISORS EXPRESSING THE SENSE OF THE COMMISSION THAT THE PROPOSED INTERIM ZONING CONTROLS IN THE BV-HP COMMUNITY WILL HAVE AN ADVERSE IMPACT ON PUBLIC HOUSING RESIDENTS IN THAT COMMUNITY

(F) DISCUSSION REGARDING POSSIBLE CHANGE IN THE TIME OF THE REGULAR MEETING

(G) APPOINTMENTS BY PRESIDENT OF THE COMMISSION TO STANDING COMMITTEES AND DESIGNATION OF CHAIR OF THE STANDING COMMITTEES

12. PUBLIC COMMENTS ON ITEMS NOT ON AGENDA

13. COMMISSIONER'S COMMENT AND REPORT

14. CLOSED SESSION

A closed session is scheduled with the General Counsel under Government Code §54956.9(a) to discuss existing and pending litigation (case name unspecified to avoid jeopardizing existing settlement negotiations).

15. RECONVENING OF COMMISSION MEETING

16. ADJOURNMENT

GREGG FORTNER, Acting Executive Director

10A

SAN FRANCISCO HOUSING AUTHORITY

440 Turk Street • San Francisco, California • 94102 • (415) 554-1200

DATE: February 14, 2002

TO: SAN FRANCISCO HOUSING AUTHORITY COMMISSION

Sululagi Palega, Sr., President
Julie Lee, Vice President
Shirley Byrd, Commissioner
Rev. Edgar E. Boyd, Commissioner
George R. Brown, Commissioner
Betty J. Smith, Commissioner

FROM: GREGG FORTNER, ACTING SECRETARY/EXECUTIVE DIRECTOR

SUBJECT: **RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH MORAN CONSULTING, INC. TO CONDUCT CUSTOMER SERVICE TRAINING FOR EMPLOYEES OF THE SAN FRANCISCO HOUSING AUTHORITY IN AN AMOUNT NOT-TO-EXCEED $ 41,250.00.**

OVERVIEW

This Resolution requests the Commission to authorize the Acting Executive Director to enter into a contract with Moran Consulting, Inc. to develop training materials specific to the Authority and to train employees in customer service skills.

The Authority identified a need to provide more professional and responsive customer services to its client group. Management determined that one way to address this need was to train certain staff members in effective one-to-one communication so that the employees could develop strong public relations skills. A staff mindful of good customer service delivery would more effectively assist the Authority to successfully accomplish its mission.

PROCUREMENT

The Scope of Services

The Scope of Services of the solicitation was to provide customer services training with emphasis on telephone techniques and effective publc relations. The Customer Service training includes the development of a training agenda and materials customized to the specific needs of the Authority. The course shall provide a full scope employee customer service training, which would assist the employees to improve telephone etiquette, develop listening skills, learn strategies for handling difficult and/or angry customers, obtain relevant information, and deal with the public in a confident and capable manner.

Solicitation Process

A Request for Proposals for Customer Service Training of Employees of the San Francisco Housing Authority was issued on June 19, 2001 by mail to thirty (30) service training firms (**Appendix A.**). In addition, solicitation advertisements were placed with the San Francisco City website, and the SF City Outreach Services. The outreach services include the San Francisco Bay View (serving the Bay View/Hunters Point community), the Chinese Times and Asian Week, El Latino and Reportero, and the Spectrum and the San Francisco Bay Times (serving the Gay and Lesbian community).

Proposals were received July 16, 2001 from the following seven consultants:

Azure Training
Leadership Dynamics
Oldring Consulting
Telecon LTD
Impact Learning
Moran Consulting
Signature

Evaluation Process

There were three members on the Selection Panel: Juan Monsanto, HOPE VI Planning and Program Development Manager; Cynthia Black, Leased Housing, Supervisor of Exams; and Beverli Marshall, Director of Housing Management. The three panel members are supervisors in departments that have significant contact with the public. Staff from these divisions are expected to participate and significantly benefit from the training.

The goal of the selection process was to obtain the services of a qualified training provider with past experience in one-to-one customer service training that could address the specific needs of the Authority and provide a successful training program according to the evaluation criteria set forth in the solicitation.

The evaluation criteria and their weightings consisted of the following steps:

A. Firm's past performance in providing training similar in scope and complexity. **(20%)**
B. Firm's experience in providing employee training in like organizations. **(20%)**
C. Quality (relevance) of sample training materials. **(20%)**
D. Efficacy and comprehensiveness of an Authority-tailored training program, including any follow-up exercises with employees. **(35%)**
E. MBE/WBE participation /Affirmative Action practices. **(5%)**

*Total possible points were **100.***

The Panel reviewed all submitted material, ranked each firm, and selected the three highest scorers for oral interviews. The Panel considered each firm's past experience similar in scope and complexity, and the quality of their training plans and materials. The scores are the result the firms' oral interviews in conjunction with their submittals responses.

FIRM NAME	TOTAL POINTS	COST
Moran Consulting	267 points	$ 41,250
Signature	244 points	$ 50,840
Telecon L.T.D.	240 points	$ 20,000

Appendix B sets forth the Panel's cumulative scores for each firm for each of the selection criteria.

Justification for Selection

Moran Consulting ranked number one among the top three vendors to provide the comprehensive tailored customer services training as defined in the Scope of Services of the solicitation. It was supported by the firm's past performances and experiences, and their sample training plan. Moran Consulting demonstrated far more experience in providing customer services training to large groups similar to the population of the San Francisco Housing Authority. The panel felt that the experience and expertise demonstrated by Moran Consulting far outweighs that of Signature and Telecon L.T.D. Signature's experience and expertise as a customer service training provider outweighs that of Telecon, but Signature's proposed fees exceeded the Authority's budget allocation for this service. Consequently, Signature was elimated for possible consideration as a provider. Telecon's experience was largely limited to telecommunication training to the public safety employees at the city's 911 as well as to other private and public organization. Telecon's experience and past performance did not demonstrate enough similar tasks and scope to deliver what we felt was a viable product that would take employees to a higher level of customer service (***TABLE 1)***..

According to 24CFR85.36(d)(3) awards are permitted to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered. Moran Consulting demonstrated

the capabilities and experience to provide the customer service training to the Authority with emphasis on telephone techniques and effective customer relations. Moran Consulting has subcontracted with Velma Butler & Company, LTD for the facilitation services and strategic planning for this project. Housing authorities include large housing authorities, such as Champaign Housing Authority, Kankakee County Housing Authority, Chicago Housing Authority, and other housing authorities have benefitted from the services of Velma Butler & Company, LTD. Moran Consuting and Velma Butler & Company, LTD have partnered together on other projects.

ANTICIPATED OUTCOMES

The training will address the specific needs of a Public Housing Authority staff who interact daily with diverse and multilingual groups that include residents, members of the public, vendors, applicants for public housing, workmen, union officials, and representatives from governmental agencies and nonprofit organizations. The provider will develop a training agenda and materials to meet the specific requirements of up to seventy (70) staff selected from various departments.

The training will help employees define good customer service and to develop effective personal interactions, telephone techniques, and public relations skills. The provider will demonstrate stategies for handling difficult or angry customers, for obtaining complete and relevant information, and for dealing with the public in a confident and capable manner. The training will
assist the employee to effectively communicate with all types of people; develop rapport, even with strangers; minimize conflict and confrontations; develop listening skills; understand cultural differences, and learn to find multiple solutions to problems.

WHO BENEFITS

On completion of Authority-specific customer service training, the Authority's client base and others with whom its employees relate, will gain from more effective, smoother professional interaction. Authority employees will have improved public relation skills, which will assist the Authority to achieve its mission in a more professional manner.

BUDGET CONSIDERATION

The funding for these services described herein was approved as part of the Authority's budget for the fiscal year 2001-2002.

RESIDENT HIRING

We anticipate that this Customer Service Training will be completed within a short period of time using one facilitator. The contractor will ensure that residents are actively involved and will participate to ensure that their issues and concerns are addressed in the training. In addition many of the staff receiving the training are public housing residents. Based on the amount of this contract and consistent with the Authority's Resident Hiring Policy adopted February 22, 2001, and Resolution No. 4967 non-

construction contracts under $50,000 fall under the threshold for the resident hiring requirements. For this, the contractor will focus on resident involvement.

MBE/WBE PARTICIPATION

Velma Butler and Company, LTD, a subcontractor for this project, is a MBE/WBE firm in Chicago, Illinois. Ms. Sabrinia R. Allen, of Velma Butler and Company, LTD, will be the trainer.

RECOMMENDATION

Staff has reviewed the proposals submitted and ensured compliance with procurement regulations at 24 CFR 85.36; therefore, recommends that the Authority award a contract to Moran Consulting, Inc. in an amount not-to-exceed $ 41,250.00.

TABLE 1 - Comparative Analysis Past Performance and Experience

CRITERIA	MORAN - Specialize in customer service training	TELECON - Specialize in PBX Training
• Firm's past performance to provide training similar in scope and complexity; and firm's experience in providing employee training in like organizations	• *United States Navy - Department of Housing:* Provided customer service training to the management and frontline staff • *Provident Hospital of Cook County* - Contracted to improve the level of customer service provided by all staff members • *City of St. Charles, Illinois* - Contracted to assist with city's effort to improve customer service. • *Ravenswood Hospital Medical Center* - Working with the hospital in the area of customer service training and development; training package was customized for several areas of the facility--service delivery and telephone. • *Christ Hospital and Medical Center of Oaklawn*- Contracted to develop and train the staff for a new start up program - *Guest Services.*	• *City and County of San Francisco* - Hired by Motorola to deliver training to all public safety employees on the city's new 911 system. • *Others* - Inspect Tech, 12.Com, Levi Strauss, Avaya, Presidio Trust, and Exponets

APPENDIX A

Ms. Patty Jo Rutland
PRWT Services, Inc.
San Francisco, CA 94109

Mr. Kevin Neal
Bottom Line Solutions
Bethesda, MD 20814

Mr. Dan Acosta
Azur Training
San Francisco, CA 94102

Ms. C. Elayne Morris,
Watson Morris Consulting Associates
Louisville, KY 40220

Mr. Michael Wolever
Signature
Dublin, OH 43017

Dr. Richard Strand,
Customer Focus, Inc., C/o John Hoskins
Tiburon, CA 94920

Ms. Gail Boucher
Orinda, CA 94563

Mr. Brian Sutherland
Silver Bike Media Corporation
Toronto, ONTARIO, Canada
M4C5J8

Ms. Karen A. Travis
Travis Consulting Associates, Inc.
Baltimore, , MD 21212-2105

Ms. Susan Carter
Northwest Procurement Institute, Inc.
Edmonds, WA 98020

Ms. Carol McGruder
Polaris Research and Development
San Francisco, CA

Mr. James Brady
Cobra Solutions
San Francisco, CA 94102

Mr. Christopher Albert
TrainTech Services
Weaver, AL 36277-0236

Dr. Clare Steffen
The Coaching Choice
New Lenox, ILL 60451

Ms. Leslie Anne Massey
Impact Learning Systems
San Luis Obispo, CA 93406-4110

Ms. Diane Robbins
SkillPath
Mission, KS 66201-0522

Ms. Eileen Brownell
Training Solutions
Chico, CA 95928

Mr. Lee Backston
San Rafael, CA 94903

Ms. Darnett Newcomb
Carson, CA 90746

Mr. Edmund Wong
Alameda, CA 94501

Ms Pauline Vela
Computer Techologies Program
Berkeley, CA 94704

Ms. Diane Mesisca
Tech Prose
Lafayette, CA 94549

Mr. Joel Howard
The Learning Network, Inc.
Burbank, CA 91502

Ms. Peggy Moretti
Telegy Corporation
Sam Ramon, CA 94583

Mr. Joe Freeman
Freeman Institute
Severn, MD 21144

Mr. Robert E. Moran
Moran Consulting
Chicago, ILL 60613

Mr. Tom Reichert
Maximum Techology Solutions
Chatsworth, CA 91311

Ms. Kamilaha Watson
Infusion One
San Francisco, CA 94124

Ms. Pat Woods
Pat Woods Associates
Sacramento, CA 95866

Ms. Marj Busse
Oldering Consulting Group
Delta, B. C., CANADA V4C5N2

EVALUATION CRITERIA SCORING BREAKDOWN BY CONSULTANTS

APPENDIX B

EVALUATION CRITERIA	*POSSIBLE SCORE*	*MORAN CONSULTING CUMULATIVE*	*TELECON L.T.D. CUMULATIVE*	*SIGNATURE*
A. Firm's past performance in providing training similar in scope and complexity	20	57	45	60
B. Firms' experience in providing employee training in like organizations	20	52	50	60
C. Quality (relevance) of sample materials.	20	57	45	40
D. Efficacy and comprehensiveness of training program, including any follow-up exercises with employees.	35	90	85	75
E. MBE/WBE participation/Affirmative Action Practices	5	11	15	9
CUMULATIVE TOTAL SCORES		**267**	**240**	**244**

VELMA BUTLER & COMPANY, LTD.
FIRM PROFILE

Velma Butler & Company, Ltd. is a minority-owned, certified public accounting and consulting company, which addresses the customer service, financial, auditing, accounting and computer consulting and training needs of the private and public sectors. Highlights of our services include:

- **Training - We design and implement customized training programs which create and leverage knowledge. One area of training we provide is in customer service skill building.**

- **Financial Analysis** - We prepare, evaluate and present financial information with emphasis on establishing controls, performing effective analyses and preparing informative and readable reports. This includes preparing cash flow analysis, budgets and projections, break even and market analysis and business plans.

- **Auditing** - We perform financial, internal, compliance and performance based audits. Our approach is designed to eliminate existing and future findings by making recommendations for future improvements. Recommendations are always cost conscious.

- **Accounting** - We help to implement accounting systems with appropriate controls and produce understandable financial statements and reports in accordance with industry standards. This includes developing special purpose reports, preparing financial statements, summarizing data and accumulating financial data.

- **Management Advisory Services** - We offer a broad range of management advisory services. Services include, but are not limited to, developing strategic plans, implementing best practices, assisting in collection efforts, and measuring performance against established standards.

- **Management Information Systems** - We have a broad knowledge of small business operations and an understanding of government agency information requirements. This has enabled us to develop software, as well as offer consulting solutions for computer needs. We help to define information needs and implement systems to meet these needs.

- **Cost Allocation Plans** - We perform cost allocation plans in accordance with the Office of Management and Budget criteria and guidance.

- **Taxes** - We understand that effective tax planning is a continual process. Therefore, we work with our clients throughout the year rather than only at income tax time. Our primary concern is to assure that all legitimate deductions are recognized.

Velma Butler & Company is uniquely qualified to provide these services. **Velma Butler,** managing partner since 1991, has more than twenty years of distinguished service. **Previously, Ms. Butler was the Deputy Executive Director and Chief Financial Officer of the Chicago Housing Authority, the second largest housing authority in the continental United States, and a manager for the United States General Accounting Office.**

Sabrinia Allen, **customer service consultant trainer, has over fourteen years experience in government leadership and training. Certified Service Essentials Customer Service Trainer.**

Ron Archie, audit manager, has over fifteen years of experience distinguishing himself as a solid leader with a commitment toward excellence in auditing, taxes and managerial accounting.

Barbara White, audit manager, has more that eighteen years of solid financial analysis and accounting experience, with unparalleled skills in managing challenging audits.

Serethea Matthews, consulting manager, has over eighteen years of outstanding accomplishments in process reengineering, strategic planning, training, and financial credit analyses.

Robert Schu, director of healthcare services (for Alliance Health Services, Inc., a sister company), has over twenty-five years of experience in managing health care programs, equipment planning and maintenance programs.

Velma Butler & Company, Ltd. offers solid experience and first hand, practical knowledge along with a commitment to helping companies achieve their performance goals. It's an unbeatable combination of experience, quality service and a commitment to excellence in the public and private sectors.

Clients who have benefitted from our services include, among others:

Champaign Housing Authority
Kankakee County Housing Authority
Housing Authority of the City of North Chicago
Chicago Housing Authority
Housing Authority of the City of Gary, Indiana
Housing Authority of the City of South Bend, Indiana
Ohio Auditor General
Illinois Auditor General
Illinois Department of Revenue
Illinois Department of Rehabilitative Services
Illinois Department of Transportation
Chicago Transit Authority
City of Chicago - Department of Human Services
Chicago Park District
Chicago State University
Metropolitan Water Reclamation District of Greater Chicago
City of Chicago - Office Management and Budget
Chicago Board of Education
Local Initiative Support Corporation
Human Resource Development Institute
The Woodlawn Organization
Urban Development Corporation
United Airlines
University of Illinois
Dunbar Insulation Company
Professional Elevator Services
Genesis Construction Company
Riteway Construction Services, Inc.
AMSCO Engineering Services

MORAN
Consulting, Inc.
Pathways to Performance

Friday, January 04, 2002

Jean Wentworth
San Francisco Housing Authority
440 Turk Street
San Francisco, CA 94102

Dear Jean:

The purpose of this letter is to clarify the relationship and roles that are included in the Moran Consulting, Inc. proposal to provide customer service training to the San Francisco Housing Authority. We have specifically designed a plan for customer service training for the San Francisco Housing Authority to meet the special needs of your organization and provide the highest quality training services.

Moran Consulting, Inc. is a Chicago-based firm specializing in customer service training. We publish customer service training programs and provided facilitation services. Facilitators are often subcontracted individuals who have been certified to deliver ***Service Essentials***™, our customer service-training program. This type of structure enables us to meet the special needs of our clients and match the facilitator to the client organization.

Velma Butler, Inc. is a Chicago-based MBE-WBE organization that partners with Moran Consulting, Inc. for specific projects. Services provided by Velma Butler include that of facilitation services and strategic planning. In the case of the San Francisco Housing Authority project, Moran Consulting, Inc. has selected Velma Butler, Inc. as the subcontractor for facilitation services of their associate, Sabrinia Allen.

Sabrinia Allen is an African-American, professional facilitator that has been certified in Moran Consulting, Inc.'s ***Service Essentials***™ training process. Sabrinia has vast experience in providing customer service training to minorities and those who serve a diverse clientele. In addition, Sabrinia has specific experience in working with the staff at the Chicago Housing Authority in the area of customer service training.

We believe that the proposed customized version of our customer service-training program, ***Service Essentials***™, and the selection of Sabrinia Allen as the deliverer of the program will meet the specific needs of the San Francisco Housing Authority.

Thank you for the opportunity to present our proposal and provide this role clarification. We are extremely excited about the proposed project to assist the San Francisco Housing Authority to deliver excellent customer service to all of it's constituents.

Sincerely,

Robert E. Moran

Robert E. Moran

833 West Belle Plaine #1, Chicago, IL 60613 phone 773-388-9441 fax 773-388-9442 email service@moraninc.com website www.moraninc.com

RESOLUTION NO.: _____

DATE ADOPTED: _____

RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO NEGOTIATE AND ENTER INTO A CONTRACT WITH MORAN CONSULTING, INC. TO CONDUCT CUSTOMER SERVICE TRAINING FOR EMPLOYEES OF THE SAN FRANCISCO HOUSING AUTHORITY IN AN AMOUNT NOT TO EXCEED $ 41,250.00

WHEREAS, the San Francisco Housing Authority (the "SFHA"), solicited Requests for Proposals from qualified firms to develop agency-specific training and materials in customer service skills and to provide training for employees of the Authority; and

WHEREAS, the Authority received proposals from Moran Consulting, Leadership Dynamics, Oldring Consulting, Telecon, L.T.D., Impact Learning, and Azure Training, in response to the solicitation; and

WHEREAS, the Authority evaluated the proposals received in accordance with the criteria published in the solicitation and determined that Moran Consulting, Inc. is the respondent that can provide the required services in a manner most advantageous to the Authority, with cost and other factors considered; and

WHEREAS, in accordance with the procurement regulations at 24 CFR, Part 85.36, the Authority should award a contract to Moran Consulting, Inc.; and

WHEREAS, funding for the services described herein has been approved as part of the Authority's Section 8, Grants, and Low-Income Housing budget for fiscal year 2002-03.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Acting Executive Director of the SFHA, or his designee, is authorized to negotiate and enter into an agreement for customer service training with Moran Consulting, Inc. in an amount not to exceed $ $41,250.00.

2. This Resolution shall take effect immediately.

APPROVED AS TO FORM AND LEGALITY:

Carl L. Williams

CARL L. WILLIAMS, General Counsel

Date 2-7-02

REVIEWED BY:

GREGG FORTNER, Acting Executive Director

Date 2/8/02

A

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CA 94102 • PHONE (415) 554-1260 • FAX (415) 554-1268

Date: February 7, 2002

To: San Francisco Housing Authority Commissioners

Sululagi Palega, Sr., President
Julie Lee, Vice President
Shirley Byrd, Commissioner
Rev. Edgar E. Boyd, Commissioner
George R. Brown, Commissioner
Betty J. Smith, Commissioner

From: Gregg Fortner, Acting Secretary/Executive Director

Subject: Resolution Approving the Execution of a Memorandum of Understanding (MOU) Between the San Francisco Housing Authority and the Northern California Carpenters' Regional Council / Local 22

OVERVIEW

These negotiations have been completed and pursuant to the provisions of Government Code Sections 3500 et seq. (Meyers-Milias-Brown Act), the new MOU and ratification resolution are now being presented to the Commission for approval.

OBJECTIVES & ANTICIPATED OUTCOME

Pursuant to the provisions of Government Code Section 3500 et seq. to ratify the latest MOU with the Authority's Maintenance Program Carpenters and to effect its various provisions pertaining to wages, hours and terms and conditions of employment so that the Authority is in compliance with HUD prevailing wage regulations.

WHO BENEFITS

The Authority benefits by having a MOU with its Maintenance Carpenters that is in compliance with HUD regulations and that was negotiated pursuant to the provisions of the Meyers-Milias-Brown Act. The Authority will also enjoy the benefits of stronger management rights and performance management clauses in the MOU, standardized grievance procedure and other language that is common among other craft MOUs, and some savings associated with the Union's agreement to delay the fiscal year 2002 wage adjustment until January 1, 2002. The unit members will derive various economic benefits from certain provisions of this MOU and its duration will serve to promote long-term, stable and harmonious relations with this group of employees.

BUDGET CONSIDERATIONS

All costs associated with the execution of the aforementioned MOU for this fiscal year have been budgeted and will be cost allocated as appropriate and in accordance with Federal regulations to the various funding sources of the Authority. The total costs from October 1, 2001 through September 30, 2002 are approximately $39,000. Fiscal year 2003 costs will be approximately $86,000. Costs for Fiscal years 2004 and 2005 are not yet determinable as the wage increases are dependent upon future negotiations between the Union and the City & County of San Francisco for those years.

RESIDENT EMPLOYMENT

No Impact

MBE/WBE STATUS

No Impact

RECOMMENDATION

Adopt the attached resolution to approve the execution of the MOU between the Authority and the Northern California Carpenters' Regional Council Local 22 to be effective October 1, 2001 through September 30, 2005, a copy of which is attached as Exhibit A.

Attachments

(Prepared by Paul Howard)

RESOLUTION NO._____

DATE ADOPTED_____

RESOLUTION RATIFYING THE APPROVAL AND EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN FRANCISCO HOUSING AUTHORITY AND THE CARPENTERS' REGIONAL COUNCIL / LOCAL 22

WHEREAS, the San Francisco Housing Authority ("Authority") and the Northern California Carpenters' Regional Council / Local 22 (Union), have reached agreement on certain issues related to the compensation and terms and conditions of employment for unit members, pursuant to Government Code Sections 3500 et seq. (Meyers-Milias-Brown Act); and

WHEREAS, all costs associated with execution of the aforementioned Memorandum of Understanding will be cost allocated as appropriate and in accordance with Federal Regulations to the various funding sources of the Authority.

NOW, THEREFORE, BE IT RESOLVED THAT, the Board of Commissioners of the Authority hereby ratifies and approves the execution of the Memorandum of Understanding between the Authority and the Union for the period from October 1, 2001 through September 30, 2005, a copy of which is attached hereto as Exhibit A.

APPROVED AS TO FORM AND LEGALITY:

Carl L. Williams, General Counsel

2-7-02
Date

REVIEWED BY:

Gregg Fortner, Acting Executive Director

2/8/02
Date

EXHIBIT A

MEMORANDUM OF UNDERSTANDING BETWEEN

THE SAN FRANCISCO HOUSING AUTHORITY

AND

THE NORTHERN CALIFORNIA CARPENTERS REGIONAL COUNCIL / LOCAL 22

OCTOBER 1, 2001 THROUGH SEPTEMBER 30, 2005

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PREAMBLE

This Memorandum of Understanding (hereinafter "MOU") is entered into by the San Francisco Housing Authority (hereinafter "Authority") and the Northern California Carpenters Regional Council and its Affiliated Local Unions (hereinafter "Union"), The Authority and the Union (hereinafter "Parties") mutually acknowledge their commitment and obligation to provide the highest possible quality of service to the clientele of the Authority. In discharging this commitment, the Parties reaffirm their responsibility to deliver service in the most efficient, effective and courteous manner at all times. The Parties agree to comply with all applicable laws, including provisions of the *Meyers-Milias-Brown Act* and all administrative regulations promulgated by the Department of Housing and Urban Development (hereinafter "HUD"), including Authority policies, procedures and practices that are not inconsistent with this MOU.

ARTICLE I
EFFECT AND TERM OF AGREEMENT

It is understood and agreed that the provisions of this MOU shall prevail over Authority practices and procedures and over State laws to the extent permitted by such law, and that in the absence of specific MOU provisions, such practices and procedures are discretionary with the Authority to the extent permitted by State law. In no instance will Authority policies and procedures confer upon covered individuals benefits greater than those specifically provided for under the provisions of this MOU. This MOU is made and entered into as of the 1st day of October, 2001, by and between the Parties. The Parties agree to the provisions of the following articles through September 30, 2005.

ARTICLE II
SUPPORT OF AGREEMENT

Except as otherwise provided for herein, the Parties agree to support this MOU for its term and neither will appear before the other to seek change or improvement in any matter subject to the negotiation process, except by mutual agreement of the Parties.

ARTICLE III
SEVERABILITY

If any provision of this MOU is held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. In the event of suspension or invalidation of any article or section of this MOU, the Parties agree to meet and negotiate within sixty (60) days after such determination to arrive at a mutually satisfactory replacement for such article or section.

ARTICLE IV
ZIPPER CLAUSE

This MOU contains the full and entire understanding of the Parties regarding the matters herein and may only be modified in writing upon mutual consent of the Parties. The Parties agree that all past practices, side letters and other understandings between the Parties, not expressly memorialized and incorporated into this MOU, shall continue for one year from the effective date of this MOU. During that year, the Parties shall meet and review such items to determine the appropriateness for inclusion in this MOU. Thereafter, the Parties agree that all past practices, side letters and other understandings not expressly memorialized and incorporated into this MOU shall no longer be enforceable.

ARTICLE V
MANAGEMENT RIGHTS

1. Except as otherwise provided herein, it is understood and agreed that the Authority retains all of its powers and exclusive rights to organize, direct, manage and control its operations to the fullest extent of the law, including but not limited to, the right to determine its organization; direct the work of its employees; establish the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing these services; establish policies, goals and objectives; determine staffing patterns, including the number and kinds of personnel required; maintain the efficiency of Authority operations; build, move or modify facilities; determine and establish budgetary procedures and allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. Additionally, the Authority retains the right to classify duties, allocate positions to classes, hire, classify, assign, evaluate, promote, discipline and terminate an individual's employment.

2. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Authority, the adoption of policies, rules, procedures, and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this MOU; and then only to the extent such specific and express terms are in conformance with law.

3. The Authority retains its right to amend, modify or suspend policies, procedures and practices referred to in this MOU in cases of emergency as provided in Public Contract Code Section 20654. Any amendment, modification or suspension shall be for a period no longer than the length of the emergency.

ARTICLE VI
REPRESENTATION & SECURITY

The Union has been certified by the Housing Authority Commission as the exclusive representative for Carpenters, Carpenter Apprentices, Carpenter Foremen and Carpenter General Foremen. This MOU applies to employees in these classes who are employed in the Maintenance Program. All individuals covered by this MOU on its effective date, who are Union members in good standing, shall remain so.

ARTICLE VII
UNION RIGHTS

1. The Union's designated officers (Business Representatives and Stewards) shall have the following rights in addition to the rights contained in any other section of this MOU.

   (a) The right to job specifications, performance standards and rules of conduct that will enable the Union to fulfill its role as the certified representative of the individuals dispatched under this MOU.

   (b) The right to distribute this MOU to individuals dispatched to the Authority.

   (c) The right to hold meetings on an "as needed" basis with members; however, such meetings shall be held prior to or after normal working hours, whenever possible.

   (d) The Union shall be entitled to appoint a maximum of two (2) Stewards who are Journey Carpenters, and who shall in addition to their normal work, be permitted to perform during working hours, Union duties that cannot be performed at other times. Such duties shall be performed as expeditiously as possible and the Authority shall allow Stewards a reasonable amount of time for the performance of said duties. The Union shall immediately notify the Authority in writing of each Steward appointment.

   (e) With the exception of the provisions in this MOU, all provisions in the Carpenters' Master Agreement for Northern California, (hereinafter "CMA") and successor CMAs that are in effect, or that may be in effect during the term of this MOU, shall be binding on the Parties.

ARTICLE VIII
WORK COVERED

Covered work shall include, but not necessarily be limited to all applicable items detailed in the CMA, in addition to the following types of carpentry work that are common to the Authority. Additionally, the scope of work shall extend to substitute products or new technology relating to any prefabricated installations and any combination equipment designed to fulfill multiple functions related to the covered work.

- All lock installation & repair.
- All door and gate construction, repair & replacement including same for related hardware.
- All wall and partition layout & framing.
- Panic bar and hardware installation & repair.
- Concrete forms.
- Stair construction, erection & replacement.
- Cabinet manufacture, assembly, installation & repair.
- Counter top installation and repair.
- Wood flooring and deck installation & repair.
- Roof replacement & repair, not including "tear off".
- All accessory installation including towel bars, paper holders, toilet partitions, grab bars, curtain rods & shade brackets.
- Window, sash and trim installation, replacement & repair (excluding glass replacement).
- Installation, replacement and repair of baseboards & moldings.
- Installation and replacement of ceiling tiles.
- Construction and erection of sheds, fences, barricades, bleachers, stages, platforms & scaffolding.
- Welding that is incidental to carpentry work.

ARTICLE IX
NONDISCRIMINATION

1. The Authority agrees not to discriminate against any employee because of membership in the Union or because of any activities on behalf of the Union. In any event, such activities shall not interfere with the normal operations of the Authority.

2. The Parties agree to support the principles of Equal Employment Opportunity and will obey all laws and regulations regarding discrimination against any employee or applicant for employment because of religion, race, color, national origin, age, sex, sexual preference, or disability. The Authority will not, nor will the Union cause the Authority to, discharge or otherwise discriminate against any employee based on any of the above categories.

ARTICLE X
SAFETY & SECURITY

1. The Parties agree that it is in the best interests to all concerned to provide a safe, secure, and healthy working environment. The Authority and the individuals covered by this MOU agree to abide by the safety standards established by the State Department of Industrial Relations and comply with the Occupational Safety and Health Act.

2. To assure that health and safety hazards are handled in a timely fashion, the following procedures shall be followed: (1) employees shall report health or safety hazards to their immediate supervisor; (2) if the immediate supervisor is unable to abate the hazard, the matter shall be referred to the Authority's Director of Occupational Safety & Health who will meet with the employee and immediate supervisor regarding the matter; (3) if the matter cannot be resolved by the Authority's Occupational Safety & Health Director, it will be referred to that individual's immediate superior.

3. Among the individuals covered by this MOU, at least two (2) Journey Carpenters shall be certified in Hazardous Material & Asbestos removal.

ARTICLE XI
LABOR / MANAGEMENT COMMITTEE

The Parties agree to continue the Labor/Management Committee that will meet as mutually agreed to discuss employment conditions. The committee membership shall consist of no more than two (2) Union members who are Authority employees and no more than three (3) individuals selected by Authority. The Union may select additional individuals who are not Authority employees.

ARTICLE XII
OUTSIDE CONTRACTING / COMPETITIVE BIDDING

1. Authority Resolution No. 2304 regarding Competitive Bidding authorizes and directs management to engage in outside competitive contracting at its discretion. All craft work that is put out to bid will be at the prevailing wage rates for the appropriate craft classifications in accordance with the regulations established by the Department of Housing and Urban Development, the policies of the Authority, federal regulations where Davis-Bacon wage rates are required, and local ordinances when city funds are utilized.

2. The Authority shall notify the Union in writing within ten (10) working days following the Board of Commissioners award of the contract, the name of the contractor(s), the starting date and the location of the project(s).

ARTICLE XIII
NO STRIKES

1. The Parties agree there shall be no strike, lockout or work stoppage by either party. The Union may withhold individuals from dispatch or picket the Authority for non-payment of wages or trust fund contributions. The curtailment of operations for business reasons shall be at the sole discretion of the Authority and shall not be considered a lockout.

2. The observance of the picket line of another organization sanctioned by San Francisco Building and Construction Trades Council or the San Francisco Central Labor Council shall not be considered a violation of this article.

ARTICLE XIV
EMPLOYEE SELECTION

1. **Initial Hiring**

   Upon faxed or E-mailed notification by the Authority Human Resources staff, the Union shall expeditiously dispatch the requested classes and numbers of individuals to the Authority's Human Resources office for processing and hiring.

2. **Foreman Selection & Appointment**

   Foreman and General Foreman selection and appointment shall occur from the Journey Carpenter ranks and shall be at the Authority's sole discretion. Selection and appointment is conditioned upon the individual having been a Journey Carpenter with the Authority for at least eighteen months (18) months and having received at least a *"Standards Achieved"* rating on their latest performance evaluation. The Union shall be notified of all such appointments and compensation at the higher rate will begin on the first day that the individual begins to perform the higher level duties. During the period of this MOU, there shall always be at least one (1) General Foreman and one (1) Foreman. Should the number of Journey Carpenters/Apprentices exceed seventeen (17), a second Foreman shall be appointed.

3. **Apprentices**

   The Parties agree that every effort shall be made to recruit Apprentices from the public housing resident and Section 8 population in recognition of the federal requirement that the Authority's work force consist of 25% of these individuals.

ARTICLE XV
STATUS, SENIORTY & LAYOFF

1. Individuals are on probationary status for the first sixty (60) calendar days of their employment and may be discharged during this period without cause and without recourse through the grievance procedure. At the Authority's discretion, workdays missed during this time may be added to the end of the probationary period.

2. Individuals who pass the sixty (60) day probationary period will accrue seniority from their initial hire date.

3. Seniority is defined as the length of continuous paid employment in the Authority's Maintenance Program. Seniority shall be retained, but shall not accrue during unpaid leaves of absence that exceed thirty (30) calendar days in length. Lay-off and re-hire shall be based on accrued seniority in accordance with these provisions.

4. Lay-off notice shall be in writing stating the reason(s) for lay-off. Individuals being laid off will be sent home at the close of business immediately following receipt of the written notice; however, their names will remain active on the payroll for three (3) additional days before being terminated. Final paychecks will be distributed at the time of notice and will include the three (3) additional days pay.

5. In accordance with the above seniority provisions, individuals who are laid off shall have re-hire rights to the class from which they were laid off for a maximum period of twelve (12) months following the employment termination date.

6. The provisions of this article do not distinguish between regular and temporary appointments.

ARTICLE XVI
PERFORMANCE & DISCIPLINE

1. The Authority reserves the right to establish performance standards for all classifications covered by this MOU. Any probationary employee without who does not meet acceptable standards of performance shall be instructed to cease work and return to the Union Hall. That individual shall not be dispatched to the Authority for future jobs. Discharge for cause after sixty (60) calendar days of employment is subject to the grievance procedure.

2. The Authority shall establish reasonable rules and regulations concerning the conduct and performance of individuals covered by this MOU. The Union shall be given prior notice of the establishment of such rules and regulations. The standard Authority *Performance Evaluation Factors. (*Appendix A.)

3. The Authority reserves the right to take appropriate disciplinary action including, the immediate dismissal of individuals for violation of the Rules of Conduct or failure to meet performance standards as outlined in Appendix A . Violation of the Rules of Conduct shall include, but not be limited to possession of intoxicants (including alcohol and drugs) on the Authority's premises; being under the influence of intoxicants (including alcohol and drugs) during working hours; insubordination; theft; falsification of records, including employment records, work records or time cards; gross negligence; dishonesty; fighting or inciting others to fight on Authority premises or during working time; failure to possess a valid California driver's license if required by the job description or uninsurability by the Authority's insurance carrier; unauthorized use of the Authority's property or vehicles; deliberate destruction of any property not belonging to the employee; concealment of defective work; sleeping on the job, failure to report to work for two (2) consecutive work days without notice to the Authority; and excessive tardiness. The Union shall not dispatch to the Authority individuals who have been discharged for cause.

4. The Parties agree to abide by the provisions of Carpenters' 46 Northern California Counties Uniform Substance Abuse Policy.

ARTICLE XVII
EMPLOYEE / EMPLOYER DISPUTE ARBITRATION

All disputes or controversies arising out of, or relating to, an application for employment, employment and/or termination of employment will be settled exclusively by final and binding arbitration before an arbitrator selected by the Parties. By way of example only, such claims include claims under federal, state, and local statutory or common law, such as the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, as amended, including the amendments of the Civil Rights Act of 1991, the Americans with Disabilities Act, California Fair Employment and Housing Act, Family Medical Leave Act, California Family Rights Act, the law of contract, and the law of tort. Each individual covered by this MOU shall sign a letter to abide by this provision.

ARTICLE XVIII
GRIEVANCE PROCEDURE

The following procedures are adopted by the Parties to provide for the orderly and efficient disposition of grievances and are the sole and exclusive procedures for resolving grievances as defined herein.

1. Definition

A grievance shall be defined as any dispute that involves the interpretation, application of, or compliance with this MOU. Grievances that proceed beyond step one of the process may be filed only by the Union. The Parties agree that the grievance procedure and arbitration are the sole remedy for resolving disputes that arise from this MOU.

2. Eligibility

All members of the bargaining unit can use the grievance process as a method to resolve alleged violations of specific provision(s) of this MOU. The process is also available to the Union for the resolution of issues as defined under **Definition** above. The Union shall initiate the grievance process at Step Two.

3. Time Limits

The time limits set forth herein may be extended or waived by mutual agreement of the Parties. Any such agreement must be confirmed in writing. For purposes of time calculation, a "day" is defined as a "working day"; thus, excluding weekends and holidays. Failure by the Authority to respond within the time limits at any level shall be implied as a negative response to the grievance and the Union shall have the right to proceed to the next level. Failure by the Union at any step in the process to adhere to specified time limits shall nullify the grievance and the right to grieve shall be waived and lost.

4. Steps of the Procedure

The grievance procedure is a four-level sequential process. Except for grievances involving multiple employees, all employee-initiated grievances must begin at Step One of the procedure. The step procedures set forth herein may be modified or waived by mutual agreement of the Parties. Any such agreement must be in writing.

A. Step One - Immediate Supervisor

An employee shall first attempt to resolve the alleged violation or dispute with his/her immediate supervisor. Not later than the tenth (10^{th}) working day after an employee knew, or should have known, of the alleged violation, the employee and/or his/her representative shall memorialize in written form the grievance to the employee's immediate supervisor and, thereafter, explain orally the grievance to the employee's immediate supervisor. The supervisor shall memorialize in written form a decision and present it to the employee and/or her/his representative within seven (7) working days of receiving the grievance in written form.

B. Step Two - Human Resources Director

If the alleged violation is not resolved informally with the immediate supervisor, the Union shall submit the grievance on behalf of the represented employee, in writing, to the Human Resources Director within seven (7) working days after receipt of the immediate supervisor's decision. Union initiated grievances shall commence at this step in the process. The Union must file a written grievance with the Human Resources Director within seven (7) working days of the Step One decision. The Human Resources Director or designee shall render a written decision setting forth the Authority's position within ten (10) working days after receipt of grievances at this level.

Skelly hearings involving disciplinary actions occur at this level, but are not subject to the filing time frames contained in these provisions.

C. Step Three - Executive Director

If the response from the Human Resources Director is unsatisfactory to the employee and/or the Union, the Union may elevate the grievance to the Executive Director or designee within seven (7) working days after receipt of the Step Two decision. The Executive Director or designee may convene a grievance meeting within fifteen (15) working days with the Union and one (1) bargaining unit member in addition to the grievant. The Executive Director shall respond to the grievance within fifteen (15) working days of the meeting, or if none is held, within twenty (20) working days of receipt of the appeal from the Step Two response. Grievances alleging improper dismissal must be filed in writing at Step Three, within seven (7) working days after such dismissal.

D. Step Four - Arbitration

If the Union is dissatisfied with the Step Three response, it may appeal by notifying the Executive Director, in writing, within fifteen (15) days of the Step Three decision that arbitration is being invoked. The Parties shall select an arbitrator within fifteen (15) days of receipt of the Unions written notice of its intent to arbitrate.

E. Accelerated Grievance Procedure

In the event there is a dispute regarding the implementation or application of this MOU that immediately affects the Union or a substantial number of its members, and that will result in harm for which monetary relief would be an insufficient remedy, either party may request, and with agreement from the other party, may submit the grievance immediately to the appropriate level agreed to by the Parties thus, bypassing all lower levels. The Union must notify the Authority in writing of its intent to request use of the Accelerated Grievance Procedure within ten (10) working days after the Union knew or should have known of the alleged violation.

F. Arbitration, Arbitrators & Fees

1. The Parties agree that any arbitration decision will be binding on all parties.

2. The arbitrator shall be selected by mutual agreement of the Parties. If the Parties are unable to agree upon an arbitrator, they shall request a list of five (5) arbitrators from the California State Mediation and Conciliation Service. Upon receipt of such list, the Parties shall alternately strike one (1) name from the list until one (1) name remains. The party striking the first name shall be determined by the flip of a coin.

3. Except when an agreement of the facts is submitted by the Parties, it shall be the duty of the arbitrator to hear and consider the evidence submitted by the Parties, make written findings of fact, and render a disposition that shall be final and binding on the Parties. The arbitrator shall have no power to amend this agreement or to recommend amendment.

4. Fees and expenses incurred for the arbitrator shall be borne equally by both Parties. Fees and expenses incurred for a reporter shall be borne solely by the party requesting such service. If both parties agree to the reporter services, the fees and expenses shall be shared equally by the Parties.

ARTICLE IXX
WORK CLOTHING, TOOLS & EQUIPMENT

1. Within fifteen (15) days following initial appointment, the Authority shall provide two (2) sets of the required uniform items that individuals must wear along with their photo ID badges during work hours. Each fiscal year thereafter, the Authority will continue to provide a total of three (3) additional sets of uniform items per employee, to be distributed on or about November 15th and May 15th.

2. The Authority shall provide necessary tools consistent with the CMA. Individuals shall not bring to work, or be requested by the Authority to supply personal power tools or equipment that are identified as being employer provided in the Master Agreement. Should an employee bring such tools to work, it is done so at the employee's peril.

3. Employee provided drill bits, saw blades, specialty hand tools, and other attachments that are either broken, damaged, or that become worn beyond the ability to use, shall be replaced by the Authority twice a year, subject to the General Foreman's discretion that such replacement is warranted and limited to a $2500 total maximum Authority expenditure for all individuals combined in any one fiscal year.

4. The Authority shall provide inclement weather gear when and where conditions dictate.

ARTICLE XX
WAGES & FRINGE BENEFITS

1. The Journey Carpenter total taxable hourly wage exclusive of non-taxable fringe benefits shall be increased in accordance with the following schedule and as detailed in Appendix B.

   January 1, 2002 - 5%

   October 1, 2002 - 5.25%

   October 1, 2003 - Same percentage increase that CCSF negotiates for Carpenters from July 1, 2003 to June 30, 2004. The entire increase shall be applied October 1, 2003.

   October 1, 2004 - Same percentage increase that CCSF negotiates for Carpenters from July 1, 2004 to June 30, 2005. The entire increase shall be applied October 1, 2004.

2. During the period of this MOU, should the Authority in any one year, agree to a taxable hourly wage percentage increase with another Craft/Trade union that exceeds the highest percentage increase for any one (1) year of this agreement, a prospective adjustment will be made to the taxable hourly wage of individuals covered under this MOU to match the percentage increase received by the other Craft/Trade union. The effective date of any such increase shall be the beginning of the pay period immediately following the effective date of the other union's increase.

3. In accordance with the above effective dates, the Foreman taxable hourly wage shall be 10% above the Journey Carpenter taxable hourly wage and the General Foreman taxable hourly wage shall be 30% above the Journey Carpenter taxable hourly wage.

4. The Apprentice wage rates shall be those of *Apprentice Percentage Schedule* in the CMA(s) in effect during the period of this MOU.

5. Fringe benefits shall be those in the CMA(s) that is in effect during the duration of this MOU. Fringe benefit allocations will be paid to the appropriate trust fund and any reallocation or formula changes shall occur only on July 1st of each year of this MOU. The Union will notify the Authority in writing of any such changes and reallocations shall be effective no later than the second pay period following receipt of such notice.

6. Individuals covered by this MOU who are duly certified and trained to perform hazardous material related activities and who are required to perform such activities that involve the wearing of protective equipment, shall be paid one dollar ($1.00) per hour above their normal taxable hourly wage for the actual number of hours spent working in this capacity.

ARTICLE XXI
WORKDAY, WORKWEEK & OVERTIME

This article defines the normal hours of work and overtime provisions and shall not be construed as a guarantee of hours of work per day nor of days of work per week.

1. WORK DAY

The normal workday shall be eight (8) hours between the hours of 8:00 A.M. and 4:30 P.M.

2. WORK WEEK

The normal workweek shall consist of 40 hours of work, Monday through Friday. Consistent with the CMA, four (4) days each year will be selected by the Union as "Designated Off Days". Work performed on "Designated Off Days" shall be subject to the overtime provisions of this MOU. "Designated Off Days" are as follows:

2002: Friday February 15th, Friday May 24th, Friday July 5th, Friday August 30th.

2003: Friday February 14th, Friday May 23rd, Friday August 29th, Friday December 26th.

2004: Friday January 2nd, Friday May 28th, Friday September3rd, Friday December 24th.

2005: To be determined in 2004.

3. SHOW-UP TIME

When an individual has been directed to report to work and there is no work provided by the Authority, he/she shall be paid (4) hours show up time. If after reporting to work, inclement weather results in the inability to perform the required work, the individual shall be entitled to show up time only if they remain on the job site for at least two (2) hours while waiting for the weather to improve. If the supervisor cancels the workday because of inclement weather prior to the two (2) hour mark, individuals shall receive two (2) hours pay. If the individual works at least four (4) hours and inclement weather causes the workday to be cancelled, the individual shall be paid for the actual hours worked.

4. OVERTIME

A. When workload necessitates or emergencies arise, the Authority has the right to request individuals to work more than eight (8) hours. Overtime will be paid according to the following schedule.

Weekdays - In excess of 8 hours, up to 12 hours = Time and one-half (1½x).

Weekdays - In excess of 12 hours = Double Time (2x).

Saturdays & "Designated Off Days" - Up to 8 hours = Time and one-half (1½x), in excess of 8 hrs = Double time (2x).

Sundays & Holidays – Double Time (2x) for all hours worked.

B. Individuals who are working on overtime rates prior to midnight, and who continue to work past midnight, shall be treated as working one continuous day for overtime calculation purposes. (Midnight under this scenario will not be considered a new day and the individual shall continue to receive the overtime rate as long as he/she works continuously).

5. HOLIDAYS

Recognized holidays are New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, the Friday following Thanksgiving Day, and Christmas Day. If any of the above holidays fall on a Saturday the preceding Friday shall be observed as the holiday. Holidays that fall on Sunday, the following Monday shall be observed as the holiday. Authority closed and non-workdays for individuals covered by this MOU are Martin Luther King Day, and Veterans Day. Individuals required to work on a closed day will be paid in accordance with holiday overtime rates.

6. MEAL PERIODS

Meal periods are one half (½) hour, do not count as time worked, and are not compensable in any way.

7. CALL BACK

Call back pay shall be a minimum of two (2) hours and subject to the overtime provisions in this MOU, if applicable.

ARTICLE XXII
LEAVES

1. Bereavement Leave

A. Paid leave due to the death of an employee's parent(s), stepparent(s), grandparent(s), parent(s)-in-law, spouse, domestic partner, child, sibling, grandchild, step child, adopted child, legal guardian or any person who is permanently residing in the household of the employee shall not exceed three (3) days and shall be taken within thirty (30) calendar days of the date of death. Two (2) additional working days shall be granted if travel of over seventy-five (75) miles is required as a result of the death.

B. Paid leave due to the death of other relatives shall not exceed one (1) working day and shall be taken within thirty (30) calendar days of the date of death. Two (2) additional working days shall be granted if travel of over seventy-five (75) miles is required as a result of the relative's death.

C. The Authority may require the employee to produce documentation validating the legitimacy of the claim. Failure to produce documentation will invalidate a request for paid bereavement leave.

2. Witness or Jury Duty Leave

Paid leave up to a maximum of sixteen (16) working days shall be granted to any individual while going to and from or while serving on jury duty, or answering a subpoena in any case that they are not a litigant. Any jury or witness fee awarded, excluding mileage, shall be deposited with the Authority upon receipt by the individual.

This MOU has been entered into in accordance with the provisions contained in article I, on this 18 day of December 2001 by the following:

SIGNATORIES

Carpenters' Negotiation Team:

Bill Wong, Senior Field Representative

Martin Allen, Journey Carpenter

John Finnegan, Journey Carpenter

Housing Authority Representative:

Paul Howard, Chief Negotiator

ANNUAL AND PROBATIONARY EMPLOYEE PERFORMANCE EVALUATION FORM

PROBATIONARY EMPLOYEE

- ☐ FIRST
- ☐ SECOND

REGULAR EMPLOYEE

- ☐ ANNUAL

NAME (Last First Initial)	SOCIAL SECURITY NUMBER	REPORT DATE

POSITION TITLE	DATE PROBATION ENDS

DEPARTMENT NAME	DIVISION/UNIT	EMPLOYEE'S WORK LOCATION

YOUR WORK PERFORMANCE WILL DETERMINE WHETHER YOU OBTAIN REGULAR EMPLOYMENT STATUS

QUALIFICATION FACTORS	RATINGS ARE INDICATED BY "X" MARKS			
	UNACCEPTABLE	DEVELOPMENT NEEDED	STANDARDS ACHIEVED	OUTSTANDING
1. SKILL-Expertness in doing specific tasks; accuracy; precision, completeness, neatness, quantity.				
2. KNOWLEDGE-Extent of knowledge of methods, materials, tools, equipment, technical expressions and other fundamental object matter.				
3. WORK HABITS - Organization of work; care of equipment, punctuality and dependability; industry; follows good practices of vehicle and personal safety.				
4. RELATIONSHIPS WITH PEOPLE - Ability to get along with others; effectiveness in dealing with the public, other employees, residents, or vendors.				
5. LEARNING ABILITY - Speed and thoroughness in learning procedures, laws, rules and other details; alertness; perseverance.				
6. ATTITUDE - Enthusiasm for the work; willingness to conform to job requirements and to accept suggestions for work improvement; adaptability.				
7. SUPERVISORY ABILITY *(if applicable)* - Proficiency in training employees and in planning, organizing, assigning and producing work; leadership; ability to communicate orally and in writing, ability to motivate subordinates.				
8. ADMINISTRATIVE ABILITY *(if applicable)* – Prompt action; sound decisions, application of good management practices; understanding and effective implementation of departmental and personnel management polices.				
9. FACTORS NOT LISTED ABOVE (Use additional sheets if more space is needed.)				
OVERALLL RATING - The over-all rating must be consistent with the factor ratings and comments, but there is no prescribed formula for computing the over-all rating.				

COMMENTS TO EMPLOYEE - *(Supervisor should include factual examples on work especially well or poorly done and give suggestions as to how performance can be improved. Factor and overall ratings of unacceptable and overall ratings of outstanding must be substantiated. Use additional sheets if more space is needed).*

Rater discussed report with employee (Must be attempted) ☐ YES ☐ NO

I RECOMMEND YOU BE GRANTED REGULAR EMPLOYMENT STATUS ☐ YES ☐ NO

RATER'S SIGNATURE	TITLE	DATE SIGNED

EMPLOYEE'S SIGNATURE	DATE SIGNED	☐ I would like to discuss this report with the reviewing officer.

REVIEWING OFFICER'S SIGNATURE	DATE SIGNED	DATE DISCUSSED WITH EMPLOYEE
☐ I concur in the ratings given by the rater. ☐ I have made following changes in this report (Use additional sheets if more space is needed).		

DISTRIBUTION COPIES: 1. Personnel Files 2. Employee 3. Supervisor 4. Miscellaneous

I. Instructions for completing employee evaluation form

The ratings are defined as follows:

OUTSTANDING - Performance on the job indicates that qualifications are definitely superior.

STANDARD ACHIEVED – Performance on the job indicates qualifications are thoroughly satisfactory.

DEVELOPMENT NEEDED – Performance on the job indicates qualifications are somewhat inadequate.

UNACCEPTABLE – Performance on the job indicates that qualifications are very inadequate.

Xs can be placed in the center, to the left, or right side of each box to indicate varying degrees of proficiency or needed development.

If an employee's performance is rated Unacceptable, Development Needed, or Outstanding, explain the basis for your rating. When an employee's performance is rated Unacceptable or Development Needed, provide sufficient detail so that the employee understands his/her specific deficiencies.

If an employee's performance is rated Standard Achieved, but there are areas in which the employee needs improvement, describe those areas in sufficient detail, with suggestions for improvement, so that the employee understands what is needed to improve his/her performance.

Comments should be made on any aspect of the employee's performance that has significant influence on his/her effectiveness or that could assist the employee improve his/her performance.

Only qualification factors necessary for success in performing the duties of the position are rated. All factors may not be applicable. Factor 7, Supervisory Ability, and Factor 8, Administrative Ability, are to be used for management and /or supervisory employees only.

II. Employee Discussions

Constructive discussion with an employee regarding his/her performance and progress is an essential element of good supervision. The supervisor should review with the employee problems relating to his/her work, answer his/her questions, explain unit and departmental expectations, and develop a better supervisor-employee understanding of what is expected.

III. Reviewing Official's Responsibilities

1. Ensure uniformity in the application of standards by the Raters under his/her direction.
2. Ensure corrective action if there is any bias in or misapplication of the rating standard.
3. Ensure reports are thoroughly and promptly prepared.
4. Ensure support for Outstanding or Unacceptable rating is specific, substantial, and accurate.
5. Discuss report with Rater or employee when requested, or otherwise appropriate.

Changes in the report are not valid unless the employee is notified.

APPENDIX B

CARPENTERS LOCAL 22 – MAINTENANCE PROGRAM
TAXABLE HOURLY WAGE SCHEDULE EFFECTIVE 12/31/01

Class	Current Taxable Wage	MOU Provision	New Taxable Wage
Carpenter, Apprentice	CMA Apprentice % Schedule	CMA Apprentice % Schedule	
Carpenter, Journey	$32.14	5% increase	$33.75
Carpenter, Foreman	$35.05	10%>Carpenter, Journey	$37.13
Carpenter, Gen. Foreman	$34.95	30%>Carpenter, Journey	$43.88

B1 ~ B4

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CA 94102 • PHONE (415) 554-1260 • FAX (415) 554-

Date: February 7, 2002

To: San Francisco Housing Authority Commissioners

Sululagi Palega, Sr., President
Julie Lee, Vice President
Shirley Byrd, Commissioner
Rev. Edgar E. Boyd, Commissioner
George R. Brown, Commissioner
Betty J. Smith, Commissioner

From: Gregg Fortner, Acting Secretary/Executive Director

Subject: RESOLUTION APPROVING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN FRANCISCO HOUSING AUTHORITY AND THE MUNICIPAL EXECUTIVES' ASSOCIATION

RESOLUTION FOR EMPLOYER PAID MEMBER CONTRIBUTIONS

RESOLUTION FOR PAYING AND REPORTING THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTIONS

RESOLUTION FIXING THE EMPLOYER'S CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT

OVERVIEW

1. At its August 24, 2000 meeting, the Commission adopted Resolution No. 4925 voluntarily recognizing MEA as the exclusive bargaining representative for management and administrative employees and further authorizing the Executive Director to enter into negotiations with MEA over wages, hours and terms and conditions of employment. At its June 28,

2001 meeting, the Commission ratified the first MOU with MEA that contained a provision to reopen negotiations once the fiscal year 2002 budget became more certain. These negotiations have been completed and pursuant to the provisions of Government Code Sections 3500 et seq. (Meyers-Milias-Brown Act), the new MOU and accompanying implementation resolutions are now being presented to your Commission for approval.

2. In addition to the resolution approving the execution of the MOU, there are three CalPERS required resolutions acknowledging the Authority's full payment of member retirement contributions and medical plan premiums, and allowing for retirement contributions to be reported as compensation for the purposes of monthly benefit determination upon retirement. These resolutions must be adopted as worded by CalPERS.

OBJECTIVES & ANTICIPATED OUTCOME

Pursuant to the provisions of Government Code Section 3500 et seq., to approve the execution of the latest MOU with the Authority's management employees and to effect its various provisions pertaining to wages, hours and terms and conditions of employment.

WHO BENEFITS

The Authority benefits by complying with the previously ratified MOU provisions to reopen negotiations following the receipt of the fiscal year 2002 budget from HUD, and by having an agreement that promotes a long-term, stable relationship with this bargaining unit. The Authority also benefits from effective performance management and health plan premium cost containment provisions among other items in this MOU.

The unit members will derive, at the lowest possible cost to the Authority, various economic benefits from certain provisions of this MOU, including improved retirement and medical benefits.

BUDGET CONSIDERATIONS

All costs associated with the execution of the aforementioned MOU have been budgeted and will be cost allocated as appropriate and in accordance with Federal regulations to the various funding sources of the Authority. The total costs for this fiscal year are approximately $213,000.

RESIDENT EMPLOYMENT

No Impact

MBE/WBE STATUS

No Impact

RECOMMENDATION

Adopt the attached resolution to approve the execution of the MOU between the Authority and MEA, to be effective October 1, 2001 through September 30, 2005, a copy of which is attached as Exhibit A, and adopt the accompanying three CALPERS required resolutions.

Attachments

(Prepared by Paul Howard)

RESOLUTION NO._____

DATE ADOPTED_____

RESOLUTION APPROVING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN FRANCISCO HOUSING AUTHORITY AND THE MUNICIPAL EXECUTIVES' ASSOCIATION

WHEREAS, the San Francisco Housing Authority ("Authority") and the Municipal Executives' Association ("MEA") bargaining unit, have concluded negotiations on certain issues related to the compensation and terms and conditions of employment for unit members, pursuant to Government Code Sections 3500 et seq. (Meyers-Milias-Brown Act); and

WHEREAS, the Authority and MEA have agreed that further negotiation or mediation would not improve upon the latest offer presented by the Authority to MEA on January 15, 2002; and

WHEREAS, all costs associated with execution of the aforementioned Memorandum of Understanding will be cost allocated as appropriate and in accordance with Federal Regulations to the various funding sources of the Authority.

NOW, THEREFORE, BE IT RESOLVED THAT, the Board of Commissioners of the Authority hereby authorizes the execution of the Memorandum of Understanding between the Authority and the MEA for the period from October 1, 2001 through September 30, 2005, a copy of which is attached hereto as Exhibit A.

APPROVED AS TO FORM AND LEGALITY:

Carl L. Williams, General Counsel

2-7-02

REVIEWED BY:

2/8/02

Gregg Fortner, Acting Executive Director

EXHIBIT A

MEMORANDUM OF UNDERSTANDING BETWEEN

THE SAN FRANCISCO HOUSING AUTHORITY

AND

SAN FRANCISCO MUNICIPAL EXECUTIVES' ASSOCIATION

OCTOBER 1, 2001 THROUGH SEPTEMBER 30, 2005

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PREAMBLE

This Memorandum of Understanding (hereinafter "MOU") is entered into by the San Francisco Housing Authority (hereinafter "Authority") and the Municipal Executives' Association (hereinafter "MEA"), The Authority and MEA (hereinafter "Parties") mutually acknowledge their commitment and obligation to provide the highest possible quality of service to the clientele of the Authority. In discharging this commitment, the Parties reaffirm their responsibility to deliver service in the most efficient, effective and courteous manner at all times. The Parties agree to comply with all applicable laws, including provisions of the *Meyers-Milias-Brown Act* and all administrative regulations promulgated by the Department of Housing and Urban Development (hereinafter "HUD"), including Authority policies, procedures and practices that are not inconsistent with this MOU.

ARTICLE I

EFFECT AND TERM OF AGREEMENT

It is understood and agreed that the provisions of this MOU shall prevail over Authority practices and procedures and over State laws to the extent permitted by such law, and that in the absence of specific MOU provisions, such practices and procedures are discretionary with the Authority to the extent permitted by State law. In no instance will Authority policies and procedures confer upon covered individuals benefits greater than those specifically provided for under the provisions of this MOU. This MOU is made and entered into as of the 1st day of October 2001, by and between the Parties. The Parties agree to the provisions of the following articles through September 30, 2005.

ARTICLE II

SUPPORT OF AGREEMENT

Except as otherwise provided for herein, the Parties agree to support this MOU for its term and neither will appear before the other to seek change or improvement in any matter subject to the negotiation process, except by mutual agreement of the Parties.

ARTICLE III

SEVERABILITY

If any provision of this MOU is held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. In the event of suspension or invalidation of any article or section of this MOU, the Parties agree to meet and negotiate within sixty (60) days after such determination to arrive at a mutually satisfactory replacement for such article or section.

ARTICLE IV

ZIPPER CLAUSE

This MOU contains the full and entire understanding of the Parties regarding the matters herein and may only be modified in writing upon mutual consent of the Parties. The Parties agree that all past practices, side letters and other understandings between the Parties, not expressly memorialized and incorporated into this MOU, shall no longer be enforceable.

ARTICLE V

REPRESENTATION

V.A. Recognition

1. MEA has been certified by the Authority Commission as the exclusive representative of certain managerial classifications as set forth in this MOU. (Appendix A).

2. Successor classifications resulting from the consolidation or divisions of classes currently represented by MEA shall continue to be subject to this MOU.

V.B. Intent

1. It is the intent of the Parties that the provisions of this MOU shall become binding upon the adoption by the Authority.

2. Pursuant to the provisions of the *Meyers-Milias-Brown Act*, as amended, the Authority agrees to meet and confer with MEA in advance regarding any proposed changes in working conditions within the scope of representation, except as provided elsewhere in this MOU.

V.C. Representatives

1. MEA may select up to three (3) members of the bargaining unit to attend during regular duty or work hours, without loss of compensation, meetings scheduled with the Authority Executive Director or designee, for the purpose of meeting and conferring on matters within the scope of representation that affect the unit, and to participate in discussions, deliberations, and decisions at such meetings.

2. MEA may designate a reasonable number of stewards to represent employees. No more than one (1) steward at a time will receive paid release time for the purpose of individual employee representation.

V.D. **Disclosure**

The Authority shall furnish monthly to MEA, the name, hire date, salary, classification, and work location of all newly hired/appointed employees subject to this MOU.

ARTICLE VI
MANAGEMENT RIGHTS

1. Except as otherwise provided herein, it is understood and agreed that the Authority retains all of its powers and exclusive rights to organize, direct, manage and control its operations to the fullest extent of the law, including but not limited to, the right to determine its organization; direct the work of its employees; establish the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing these services; establish policies, goals and objectives; determine staffing patterns, including the number and kinds of personnel required; maintain the efficiency of Authority operations; build, move or modify facilities; determine and establish budgetary procedures and allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. Additionally, the Authority retains the right to classify duties, allocate positions to classes, hire, classify, assign, evaluate, promote, discipline and terminate an individual's employment.

2. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Authority, the adoption of policies, rules, procedures, and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this MOU; and then only to the extent such specific and express terms are in conformance with law.

3. The Authority retains its right to amend, modify or suspend policies, procedures and practices referred to in this MOU in cases of emergency as provided in Public Contract Code Section 20654. Any amendment, modification or suspension shall be for a period no longer than the length of the emergency.

ARTICLE VII
NONDISCRIMINATION

1. The Authority agrees not to discriminate against any employee because of membership in MEA or because of any activities on behalf of MEA. In any event, such activities shall not interfere with the normal operations of the Authority.

2. The Parties agree to support the principles of equal employment opportunity and will obey all applicable laws and regulations regarding discrimination against any employee or applicant for employment because of religion, race, color, national origin, age, sex, sexual preference, or disability. The Authority will not, nor will MEA cause the Authority to discharge or otherwise discriminate against any employee based on any of the above categories.

ARTICLE VIII

ASSOCIATION SECURITY

VIII.A. Dues Deductions & Payment

The Authority shall deduct MEA dues bi-weekly from an employee's payroll check upon receipt by the Payroll Unit of a signed form authorizing such deductions by the employee. The Authority shall forward to the designated payee all sums so deducted twice per month with a list of employees paying dues. Such list shall contain the employee's name, classification, department, and the amount deducted.

VIII.B. Dues Cancellation

Dues deductions, once initiated, shall continue until the authorization is revoked in writing by the employee. The Authority shall deliver a copy of such revocation notice to MEA within two (2) weeks of receipt.

VIII.C. Agency Shop

The Parties affirm the principle that harmonious labor/management relations are promoted and furthered when there is the broadest possible MEA membership of employees in the representation unit. To that end, should the City & County of San Francisco (CCSF) and MEA agree, subsequent to the first day of this MOU, to an agency shop arrangement for MEA pursuant to Government Code 3502.5, the Parties shall implement a similar arrangement pursuant to the same provision by the third pay period following the implementation of the agreement between the CCSF and MEA.

ARTICLE IX

LABOR / MANAGEMENT COMMITTEE

The Authority and MEA agree to establish a Labor/Management Committee that will meet three times per year, or more often as mutually agreed to discuss employment conditions. The Committee shall meet on the third Thursday of April, August and December (or, if that day is a holiday, on the next scheduled work day), unless rescheduled. At least five (5) working days prior to the meeting date, both sides should exchange a list of not more than three (3) proposed subjects for discussion. The committee membership shall consist of no more than three (3) Association selected MEA members and three (3) confidential designated members of the Authority.

ARTICLE X

PERFORMANCE EVALUATION

1. At least annually, all individuals covered under this MOU, will be evaluated in writing by their immediate supervisor relative to their work performance. Such evaluation shall occur using the standard Authority *Annual and Probationary Employee Evaluation Form,* in accordance with its accompanying instructions (Appendix B). The process shall include a meeting to discuss the contents of the evaluation.

2. With the exception of individuals occupying at-will positions identified in this MOU, individuals receiving an *Overall Rating* of *Development Needed* shall be re-evaluated in ninety (90) days and if at least a *Standards Achieved* rating is not attained, upon the concurrence of the Reviewing Officer to the report, shall be immediately issued a letter of "Intent to Terminate Employment". Prior to the beginning of the re-evaluation period, affected individuals shall be advised in writing of the performance areas that need improvement to attain a *Standards Achieved* rating. This advisory can be part of the written narrative that accompanies the annual performance evaluation and a topic of discussion during the required meeting. (Reference Step Increases under the Compensation Article)

3. With the exception of individuals occupying at-will positions identified in this MOU, individuals receiving an Overall Rating of *Unacceptable,* upon the concurrence of the Reviewing Officer to the report, shall be immediately issued a letter of "Intent to Terminate Employment". However, an *Unacceptable* performance rating must be preceded by a sixty (60) day advance written notice to the affected individual, from their immediate supervisor that such rating is likely, and detailing the subject areas in which the individual has performed unacceptably.

4. With the exception of individuals occupying at-will positions identified in this MOU, employment terminations under these provisions shall become effective immediately following the completion of the Skelly process with the issuance of written decision to the individual. Such shall be appealable at step 3 of the grievance procedure herein and subject to the binding arbitration provisions of this MOU.

5. Individuals, who receive an *Overall Rating* of *Outstanding,* shall receive appropriate recognition consistent with the Authority "Awards" Policies & Procedures (Appendix C).

ARTICLE XI

EMPLOYEE / EMPLOYER DISPUTE ARBITRATION

1. The Parties agree that expenses associated with final disposition of certain employee/employer disputes can be financially detrimental to the disputing

parties, regardless of which party ultimately prevails. It is with this understanding that MEA while not endorsing the practice, will not contest the Authority seeking a Voluntary Written Agreement with all individuals entering the bargaining unit after March 1, 2002 that provides for all disputes or controversies arising out of, or relating to, an application for employment, employment and/or termination of employment to be settled exclusively by final and binding arbitration before an arbitrator selected by the disputing parties.

2. The Parties agree that the arbitration shall be governed by the remedies standards enunciated by the California Supreme Court in the Armendariz v. Foundation Health Psychcare Services, Inc., 24 Cal. 4th 83 (2000).

3. The Voluntary Written Agreement shall denote that signing the agreement is not a condition of employment. By way of example only, the above referenced disputes include claims under federal, state, and local statutory or common law, such as the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, as amended, including the amendments of the Civil Rights Act of 1991, the Americans with Disabilities Act, California Fair Employment and Housing Act, Family Medical Leave Act, California Family Rights Act, the law of contract, and the law of tort.

ARTICLE XII
GRIEVANCE PROCEDURE

The following procedures are adopted by the Parties to provide for the orderly and efficient disposition of grievances and are the sole and exclusive procedures for resolving grievances as defined herein.

1. Definition

A grievance shall be defined as any dispute that involves the interpretation, application of, or compliance with this MOU. Grievances may be filed only by MEA. The Parties agree that the grievance procedure and arbitration are the sole remedy for resolving disputes that arise from this MOU.

2. Eligibility

All members of the bargaining unit can to use the grievance process as a method to resolve alleged violations of specific provision(s) of this MOU. The process is also available to MEA for the resolution of issues as defined under **Definition** above.

3. Time Limits

The time limits set forth herein may be extended or waived by mutual agreement of the Parties. Any such agreement must be confirmed in writing. For purposes of time calculation, a "day" is defined as a "working

day"; thus, excluding weekends and holidays. Failure by the Authority to respond within the time limits at any level shall be implied as a negative response to the grievance and MEA shall have the right to proceed to the next level. Failure by MEA at any step in the process to adhere to specified time limits shall nullify the grievance and the right to grieve shall be waived and lost.

4. Steps of the Procedure

The grievance procedure is a four-level sequential process. The step procedures set forth herein may be modified or waived in writing by mutual agreement of the Parties.

A. Step One: (Pre-Grievance) - Immediate Supervisor

Prior to a formal grievance being filed by MEA, an employee shall first attempt to resolve the alleged violation or dispute with his/her immediate supervisor. Not later than the tenth (10^{th}) working day after an employee knew, or should have known of the alleged violation, the employee and/or his/her representative shall memorialize in written form the alleged violation or dispute to the employee's immediate supervisor and, thereafter, explain orally the same to the employee's immediate supervisor. The supervisor shall memorialize in written form a decision and present it to the employee and/or her/his representative within seven (7) working days of receiving the grievance in written form.

B. Step Two: (Formal Filing) - Human Resources Director

If the alleged violation is not resolved informally with the immediate supervisor, MEA shall, within its discretion, submit the grievance on behalf of the represented employee, in writing, to the Human Resources Director within seven (7) working days after receipt of the immediate supervisor's decision. MEA must file a written grievance with the Human Resources Director within seven (7) working days of the Step One decision. The Human Resources Director or designee shall render a written decision setting forth the Authority's position within ten (10) working days after receipt of grievances at this level.

Skelly hearings involving disciplinary actions occur at this level, but are not subject to the filing time frames contained in these provisions.

C. Step Three: Executive Director

If the response from the Human Resources Director is unsatisfactory to the employee and/or MEA, MEA may elevate the grievance to the Executive Director or designee within seven (7) working days after receipt of the Step Two decision. The Executive Director or designee may convene a grievance meeting within fifteen (15) working days with MEA and one (1) bargaining unit member, inclusive of the grievant. The Executive Director shall respond

to the grievance within fifteen (15) working days of the meeting, or if none is held, within twenty (20) working days of receipt of the appeal from the Step Two response. Grievances alleging improper dismissal must be filed in writing at Step Three, within seven (7) working days after such dismissal.

D. Step Four: Arbitration

If MEA is dissatisfied with the Step Three response, it may appeal by notifying the Executive Director, in writing, within fifteen (15) days of the Step Three decision that arbitration is being invoked. The Parties shall select an arbitrator within fifteen (15) days of receipt of the MEA's written notice of its intent to arbitrate.

E. Accelerated Grievance Procedure

In the event there is a dispute regarding the implementation or application of this MOU that immediately affects MEA or a substantial number of its members, and that will result in harm for which monetary relief would be an insufficient remedy, either party may request, and with agreement from the other party, submit the grievance immediately to the appropriate level agreed to by the Parties thus, bypassing all lower levels. MEA must notify the Authority in writing of its intent to request use of the Accelerated Grievance Procedure within ten (10) working days after MEA knew, or should have known of the alleged violation.

F. Arbitration, Arbitrators & Fees

1. The Parties agree that any arbitration decision will be binding on all parties.

2. The arbitrator shall be selected by mutual agreement of the Parties. If the Parties are unable to agree upon an arbitrator, they shall request a list of five (5) arbitrators from the California State Mediation and Conciliation Service. Upon receipt of such list, the Parties shall alternately strike one (1) name from the list until one (1) name remains. The party striking the first name shall be determined by the flip of a coin.

3. Except when an agreement of the facts is submitted by the Parties, it shall be the duty of the arbitrator to hear and consider the evidence submitted by the Parties, make written findings of fact, and render a disposition that shall be final and binding on the Parties. The arbitrator shall have no power to amend this agreement or to recommend amendment.

4. Fees and expenses incurred for the arbitrator shall be borne equally by both Parties. Fees and expenses incurred for a reporter shall be borne solely by the Party requesting such service. If both parties agree to the reporter services, the fees and expenses shall be shared equally by the Parties.

ARTICLE XII
EMPLOYMENT CONDITIONS

XIII.A. At-Will Employment

1. Individuals occupying active management classifications, successor classes or newly established classes that are at the same or similar organizational level and with similar levels of duties and responsibilities to those classes listed below, shall serve at-will and at the sole discretion of the Authority Executive Director. As a condition of their employment, at-will employees are required to sign an agreement stating they have received a copy of this policy and that they have read and understand it. A candidate refusing to sign the at-will agreement will not be employed by the Authority. Either party may terminate the at-will employment at any time, with or without notice, unless the discharge is for cause.

2. In the event of suspension without pay or discharge for cause, the affected employee will receive written notice that contains the reason(s) for the action, the charges or materials on which the action is based and an opportunity to respond either orally or in writing to the Executive Director or designee. There shall be no administrative appeal beyond the Executive Director.

XIII.B. At-Will Classes

Administrator of Customer Service

Administrator of Housing Development

Administrator of Leased Housing

Administrator of Modernization & Construction

Deputy Administrator of Social Services

Director of Administrative Services

Director of Central Services

Director of Computer Learning Centers

Director of Management Information Systems

Director of Purchasing & Contracting

Director of Occupational Safety & Health

Financial Advisor

General Manager, Family Sweep

General Manager, Senior Sweep

Grants Manager

Program Manager I, II, III

Public Information Officer

XIII.C. Designation Changes

The Parties agree that the Finance Director and Budget Manager classes be removed from the MEA bargaining unit and designated "Confidential".

XIII.D. Probationary Periods

1. The probationary period for all newly hired and promoted, (including first supervisory position), non-at-will employees shall be six (6) months. This includes promotions into the bargaining unit from other non-MEA represented employment.

2. An individual who is rehired or voluntarily accepts a position that is substantially different in knowledge, skills, and abilities than the employee's previous position shall serve a six (6) month probationary period.

3. The Authority may, at its sole discretion, extend the probationary period as deemed necessary for up to two (2) additional, consecutive three (3) month periods. The Authority must notify the employee of its intention to extend his/her probationary period with a statement of the reason(s) why prior to the ending date of the employee's current probationary period. Failure to notify the employee that his/her probationary period is being extended shall result in the employee having passed probation.

4. The Authority shall make a good faith effort to return an employee who does not pass his/her probationary period to their previous position, if that position is available, or to place the employee in another available position comparable to the one previously held, provided the employee has the knowledge, skills, and abilities to perform the duties of that position. If there are no such positions available, the employee will be terminated from employment. Such placement attempts shall not apply to new hires or employees who are promoted from outside MEA bargaining unit.

XIII.E. Safety & Security

1. The Association and the Authority agree that it is in the best interests to all concerned to provide a safe, secure, and healthy working environment. The Authority and MEA unit employees agree to abide by the safety standards established by the State Department of Industrial Relations and pursuant to the Occupational Safety and Health Act.

2. To assure that health and safety hazards are handled on a timely basis, the following procedures shall be used to address potential

hazards: (1) employees shall report health or safety hazards to their immediate supervisor; (2) if the immediate supervisor is unable to abate the hazard, the matter shall be referred to the Authority's Director of Occupational Safety & Health who will meet with the employee and immediate supervisor regarding the matter; (3) if the matter cannot be resolved by the Authority's Occupational Safety & Health Director, it will be referred to that individual's immediate superior.

XIII.F. **Alternate Work Schedule**

1. Where operationally feasible (given the need for adequate staffing in units that require direct service to residents or the public), and at the request of the employee, the Authority shall extend the opportunity to work nine (9) days in a two week period (9/80) with the following hours:

   Eight (8) days at nine hours, one (1) day at eight (8) hours and one (1) day off. Holidays falling on a regularly scheduled day off result in the employee being paid for nine (9) hours that day and having to take a different day off within the same or next pay period. Sick leave and vacation are to be used in either nine (9) or eight (8) hour increments, whichever is appropriate for that given day. The employee shall work the required hours within the Authority's recognized hours of operation (Monday to Friday from 7:00 a.m. to 6:30 p.m., excluding at least one-half hour for lunch). Supervisors will cooperate with the employee to establish mutually agreeable starting and ending times. It shall be the supervisor's decision on whether to allow an employee to work a 9/80 work schedule. The employee may appeal the supervisor's decision to the next level manager whose decision shall be final.

2 Once an employee has been approved to work a 9/80 work schedule, he/she must remain on this schedule until he/she provides the supervisor with a two (2) week advance written notice of his/her desire to no longer work that shift.

ARTICLE XIV

PERSONNEL FILES

1. Only one official personnel file shall be maintained on any given employee.

2. Each employee shall have the right to review the contents of her/his personnel file with reasonable advance notice of such request. Nothing may be removed from the file by the employee, but copies of the contents shall be provided upon request.

3. With the written permission of the employee, a representative of the Association may review the employee's personnel file and obtain

copies upon request. Materials that have been provided to the Authority in a confidential manner in accordance with applicable public law are not subject to review.

4. Written materials or drafts of written materials that have a negative impact on the employee that are to be placed in their file, shall bear the employee's signature or verification that the employee received a copy. The employee or designated representative shall be allowed to attach a response to any and all materials of a negative nature within thirty (30) calendar days of the receipt.

5. With the approval of her/his supervisor, and with Human Resources Director or designee concurrence, the employee may include material relevant to her/his performance of assigned duties in the file.

6. All disciplinary actions including letters of reprimand will remain active in the employee's personnel file for twenty-four (24) months following the date of the underlying incident. Previous disciplinary actions/correspondence older than 24 months will not be used in support of new disciplinary action against an employee. All disciplinary actions/correspondence shall physically remain in the employee's file indefinitely; however, after 24 months following the date of the incident, an employee may in writing, petition the Human Resources Director for its physical removal.

ARTICLE XV
COMPENSATION

XV.A. Salaries

1. The parties recognize that in recent years MEA represented classes have not received compensation adjustments equivalent to those received by other non-craft classifications. Therefore, effective October 1, 2002, and for the duration of this MOU, the classifications covered under this MOU shall receive the same "total compensation" percentage increase, exclusive of any "special adjustments" afforded to non-craft represented classifications in the Authority. Such adjustments shall be effective the same dates as those for the non-craft represented classifications.

2. MEA shall be notified by the Authority within ten (10) days following ratification of the MOU that triggers these provisions. Should MEA desire to improve upon the adjustments afforded under these provisions, it must notify the Authority in writing within thirty (30) days following the ratification date by the Board of Commissioners of the MOU authorizing the other increases, that it desires to meet and confer for the sole purpose of discussing further compensation adjustments. Failure to exercise this one

time opportunity within the required time frame shall cause MEA to forfeit its right to negotiate further adjustments for the remaining period of this MOU.

XV.B. Annual Step Increases

Annual step increases will be granted only to employees who receive an overall annual performance appraisal rating of at least *standards achieved*. Individuals who receive a below *standards achieved* rating will be re-evaluated in accordance with the performance evaluation provisions of this MOU and if a *standards achieved* or better rating occurs, a step increase will be granted effective the date of the second appraisal. Should performance evaluations fail to be completed within two weeks following an employee's anniversary date, or the reevaluation due date, a *standards achieved* rating will be presumed and the step increase will occur automatically on the appropriate date.

XV.C. Acting Assignments

1. An employee, who temporarily performs the *majority* of a higher class duties for a period of ten (10) or more consecutive days shall be compensated from the first day of the assignment at either seven and one-half percent (7.5 %) above her/his current salary step or at the first salary step of the higher classification, whichever is greater.

2. At the sole discretion of the Authority, it may compensate an employee who performs the *majority* of a higher class duties for fewer than (10) consecutive days, at seven and one-half percent (7.5%) above his/her current salary or at the first salary step of the higher classification, whichever is greater.

ARTICLE XVI
RETIREMENT

1. Effective March 1, 2002, the Authority shall pay the full portion of the individual's mandatory CalPERS contribution.
2. The Authority shall adopt and place on file with CalPERS by April 1 2002, a resolution providing for the inclusion of retirement contributions as part of the "highest final one year compensation" calculation performed by CalPERS in determining retirement benefits, in addition to any other resolutions or documents required by CalPERS to implement these provisions.
3. The Parties will work together through the Labor/Management Committee to develop a 401a pension plan by April 1, 2003 or earlier as agreed by the Parties.

ARTICLE XVII

HEALTH, DENTAL & VISION

1. Effective March 1, 2002, the Authority shall pay 100% of the medical plan premium for each individual covered under this MOU, capped at the cost of the Kaiser North "Family Plan". Individuals currently enrolled in medical plans with premium costs that exceed the above dollar cap shall continue with the existing arrangement whereby the Authority pays 80% of the monthly plan premium or the cost of the Kaiser North "Family Plan" premium, whichever is greater. These provisions will remain in effect only until the implementation of the "cafeteria" style benefits plan and the amount of Authority contributions to that plan is negotiated with MEA. Individuals entering the bargaining unit after March 1, 2002 will be subject to the Kaiser "Family Plan" payment cap.

2. The Authority will continue to pay 100% of the dental and vision care premiums for each individual covered under this MOU. These provisions will remain in effect only until the implementation of the "cafeteria style" benefits plan and the amount of Authority contributions to that plan is negotiated with MEA.

3. The Authority shall no later than July 1, 2002 request an actuarial evaluation from CalPERS on the cost to increase the Authority's contribution to retirees' medical plan premiums. The costs associated with increasing Authority contributions to retirees' medical plan premiums are regarded as an item of "total compensation" as discussed in the Compensation article of this MOU.

4. The Parties will work together through the Labor/Management Committee to develop and implement a "cafeteria" style benefits plan under the provision of Internal Revenue Code 125 by April 1, 2003 or earlier as agreed by the Parties.

ARTICLE XVIII

VACATION, LEAVES, HOLIDAYS & SEVERANCE PAY

XVIII.A. Vacation & Management Time Off (MTO)

1. Vacation will accrue based on the following service schedule, proportionate to his/her time base. Accumulation will be capped at 400 hours for all individuals:

1	- 36 months	-	100 hours annually
37	- 96 months	-	140 hours annually
97	- 228 months	-	180 hours annually
Over 228 months		-	220 hours annually

2. Effective each October 1st of this MOU, individuals with a regular or term appointment will be credited eighty (80) hours of MTO proportionate to his/her time base, (e.g. 1/2 time employees receive 40 hours MTO). MTO shall be granted and available for use upon appointment to a class covered under this MOU.

3. Individuals with temporary appointments are not eligible for MTO. Individuals entering the bargaining unit in an "acting" capacity must serve a minimum of ninety (90) calendar days in the acting assignment before accruing MTO. Assignment termination that causes departure from the bargaining unit cancels all accumulated MTO effective the assignment termination date, unless the departure is to a class designated "confidential".

4. From October 1, 2001, through September 30, 2002, MTO accumulation is capped at 160 hours. Thereafter, accumulation is capped at 120 hours maximum at any given time.

5. Requests to use MTO must be made to and approved in advance by the individual's supervisor and are subject to the Authority's policies and procedures that apply to the use and approval of annual leave.

6. Individuals currently occupying positions in the Maintenance Duty Officer classification shall receive overtime pay pursuant to previous election and shall not be entitled to MTO. New appointees to the class shall receive MTO and shall not be eligible for overtime payment.

XVIII.B. Sick Leave

Sick leave shall accrue based on the following service schedule, proportionate to the individual's time base with unlimited accrual. Except under the provisions described below, sick leave has no cash value and cannot be "cashed out" under any circumstances. Except under the election provisions described below, upon retirement, unused sick leave shall be reported to CalPERS for conversion to "service credit". Individuals employed prior to October 1984 shall continue to be eligible for the "Percentage Cash Out" provisions upon retirement as provided for under previous Authority policies; however, upon retirement individuals must elect either to exercise the "Service Credit" option or the "Cash Out" option. The options cannot be exercised in conjunction with one another. Election of the "Cash Out" option shall cause unused sick leave balance to remain capped at 1040 hours.

1 – 119 months - 104 hours annually

120 plus months - 120 hours annually

XVIII.C. Bereavement Leave

1. Paid leave due to the death of an employee's parent(s), stepparent(s), grandparent(s), parent(s)-in-law, spouse, domestic partner, child, sibling, grandchild, step child, adopted child, legal guardian or any person who is permanently residing in the household of the employee shall not exceed three (3) days and shall be taken within thirty (30) calendar days after the date of death. Two (2) additional working days shall be granted if travel of over seventy-five (75) miles is required as a result of death.

2. Paid leave due to the death of other relatives shall not exceed one (1) working day. Two (2) additional working days shall be granted if travel of over seventy-five (75) miles is required as a result of the relative's death.

3. The Authority may require the employee to produce documentation validating the legitimacy of the claim. Failure to produce documentation will invalidate a request for paid bereavement leave.

XVIII.D. Witness or Jury Duty Leave

Paid leave shall be granted to any employee while going to and from court and serving on jury duty or answering a subpoena in any case that they are not a litigant. Any jury or witness fee awarded, excluding mileage, shall be deposited with the Authority.

XVIII.E. Voting Leave

An employee shall be allowed to leave, with pay, for up to two (2) hours at the beginning or end of the workshift on a recognized state or national Election Day to vote.

XVIII.F. Personal Emergencies

If a personal emergency makes it necessary for an employee to leave before the end of the working day, the employee should ask her/his immediate supervisor for permission to be absent and permission shall not be unreasonably denied.

XVIII.G. Holidays

1. Except when normal operations require, or in an emergency, employees shall not be required to work on the following days hereby declared to be holidays for such employees:

   January 1 (New Year's Day); third Monday in January (Martin Luther King, JR's Birthday); February 12 (Lincoln's Birthday); third Monday in February (President's Day); last Monday in May (Memorial Day); July 4 (Independence Day); first Monday in September (Labor Day);

September 9 (Admissions Day); November 11 (Veteran's Day); Thanksgiving Day; the day after Thanksgiving; December 25 (Christmas Day).

2. Additionally, any day declared a holiday by proclamation of the Mayor of San Francisco, after such day has been declared a holiday by the Governor of the State or the President of the United States, will be officially recognized. When an employee is required to work on an observed holiday under the above provisions, they will be entitled to one paid day off at a future date.

3. Until the below provisions become effective, each individual will be credited with two (2) floating holidays effective October 1st of each fiscal year. New employees will be credited with both days after the completion of thirty (30) calendar days of work unless he/she are hired after September 1st of the fiscal year. Floating holidays must be used within the fiscal year accrued or they will be lost.

4. The Parties agree that effective October 1, 2002, individuals covered under this MOU shall no longer receive "floating holidays" and the annual leave accrual schedules shall be adjusted in accordance with those contained in this article.

XVIII.H. Severance Pay

Except for at-will employees, individuals whose employment is terminated for any reason other than cause, will be placed on paid administrative leave with full leave accruals and benefits retention for the periods prescribed below in exchange for a release signed by the employee and MEA of any and all claims arising under this MOU that the employee or MEA may have against the Authority, including any officer or employee thereof. Failure to exercise the release nullifies these leave provisions.

Fewer than ten (10) years of service - One (1) month.

More than ten (10) years of service - Two (2) months.

ARTICLE XIX

CLASSIFICATION AND SALARY STUDY

1. The Authority shall retain the services of an "outside consultant" agreed to by the Parties to perform a classification and compensation study at a maximum cost of $25,000 to the Authority. The study shall be completed by June 30, 2003 unless agreed differently by the Parties, and shall be conducted in accordance with Authority Classification & Compensation Policies.

2. Positions found to be overclassified or class salaries found to be upwardly misaligned will be corrected and "Y" rate provisions will be applied in accordance with Authority Policies and Procedures.

3. Positions found to be underclassified or class salaries found to be downwardly misaligned will be corrected either through proper reclassification action or through a salary schedule realignment.

4. The implementation of these provisions shall be subject to the meet and confer process.

ARTICLE XX

EDUCATION & PROFESSIONAL DEVELOPMENT

Education and professional development costs shall be subject to the Authority's "Education and Career Development" Policies and Procedures.

SIGNATURE PAGE

This agreement has been entered into in accordance with the provisions contained in Article I of this MOU on the _____ day of February 2002 by the following:

MEA Negotiation Team:

_____

Cynthia Black,
Section 8 Examinations Supervisor

_____

Richard McGuire,
Senior Industrial Hygienist

_____

William Hong,
Management Analyst

_____

Raymond R. Sullivan,
Management Representative

Housing Authority Representatives:

_____

Paul Howard,
Chief Negotiator

_____

Donna Martin,
Investigator

1999-2002 MEA CLASSIFICATION SALARY SCHEDULES

APPENDIX A

CLASSIFICATION	Union	10/01/99	10/01/99 BW	10/01/99 BW	12/26/99	12/26/99 BW	12/26/99 BW	BENCHMARK
Accounting Manager	MEA	67.30	2435	2960				CCSF 1658 Chief Accountant
Administrator of Customer Service	MEA	75.70	3668	4458				CCSF 5185 General Manager, Hetch Hetchy Project
Administrator of Housing Development	MEA	74.40	3446	4188				CCSF 5125 Bureau Manager
Administrator of Leased Housing	MEA	73.65	3320	4036				20% below CCSF 2974, General Manager DSS
Administrator of Mod & Construction	MEA	74.40	3446	4188				CCSF 5125 Bureau Manager
Asst. General Manager, Family Sweep	MEA	70.80	2890	3513				5% below General Manager, Family Sweep
Budget Analyst I	MEA	61.45	1831	2226				CCSF 1822 Administrative Analyst
Budget Analyst II	MEA	64.15	2089	2539				CCSF 1823 Senior Administrative Analyst
Budget Manager	MEA	67.35	2442	2969				CCSF 1824 Principal Administrative Analyst
Certified Paralegal	MEA	65.20	2199	2672				CCSF 8147 Senior District Attorney's Investigator
Construction Services Manager	MEA	71.00	2918	3547				CCSF 5138 Program Manager I
Deputy Administrator, Social Services	MEA	68.40	2571	3126				CCSF 2969 Social Services Program Manager
DHS-SFHA Liaison	MEA	68.45	2577	3132				
Director of Central Services	MEA	73.70	3327	4044				10% above SFHA Manager of Central Maintenance
Director of Computer Learning Centers	MEA	67.90	2507	3047				5% above CCSF 9775 Sr. Community Dev. Specialist II
Director of Finance	MEA	74.90	3527	4286				15% below CCSF 2974 General Manager., DSS
Director of MIS	MEA	71.10	2933	3566				CCSF 1071 IS Manager (Steps 1 to 5)
Director of Purchasing & Contracting	MEA	69.60	2726	3313				CCSF A919 Construction Contract Administrator
Director, Occupational Safety & Health	MEA	65.30	2209	2685				10% below CCSF 6130 Safety Analyst
District Customer Service Director	MEA	66.45	2337	2841				CCSF 9250 Airport Maintenance Supervisor
Domestic Violence/Crisis Int. Officer	MEA	61.85	1867	2269				CCSF 2914 Social Worker Supervisor
Economic Development Manager	MEA	64.55	2130	2589				CCSF 9706 Employment & Training Specialist III
Executive Secretary	MEA	61.35	1823	2215				CCSF 1454 Executive Secretary III
Finance Administrative Secretary	MEA	61.35	1823	2215				CCSF 1574 Executive Secretary to the Controller
Financial Advisor	MEA	72.30	3108	3777				CCSF 1673 Accounting Operations Manager
General Manager, Family Sweep	MEA	71.85	3041	3696				5% above SFHA Plumber Foreman (1-7 non-tax $1)
General Manager, Senior Sweep	MEA	71.85	3041	3696				5% above SFHA Plumber Foreman (1-7 non-tax $1)
Grants Manager	MEA	69.75	2745	3337				15% above CCSF 9775 Sr. Community Dev Specialist II
HOPE VI Program Manager	MEA	63.35	2009	2442				CCSF 9774 Sr. Community Development Specialsit
Intergovernmental Affairs Specialist	MEA	64.05	2079	2527				CCSF 5410 Intergovernmental Affairs Specialist
Inventory Control Supervisor	MEA	58.50	1588	1927				5% below CCSF 1937 Supervising Parts Storekeeper
IS Engineer, Journey-Level	MEA	66.85	2383	2896				CCSF 1042 IS Engineer - Journey
Junior Management Analyst	MEA	61.45	1831	2226				CCSF 1822 Admin Anlyst/SFHA Bdgt. Anlyst I
Leased Housing Auditor	MEA	68.30	2557	3108				CCSF 1688 Chief Auditor
Litigation Secretary	MEA	59.35	1654	2009				CCSF 1458 Legal Secretary I
Maintenance Duty Officer	MEA	61..20	1809	2199				22.55% below CCSF 6331 Building Inspector
Maintenance Superinendent	MEA	66.75	2371	2882				5% above Carpenter Foreman (taxable)
Management Analyst	MEA	64.15	2089	2539				CCSF 1823 Senior Admin. Anlyst/SFHA Bdgt.Analyst II
Management Assistant	MEA	59.75	1686	2048				25% below SFHA Management Analyst/Bdgt. Analyst II
Manager of Inspection and Scheduling	MEA	71.10	2933	3566				2% above SFHA Plumber Foreman (8-22 taxable $1)
Manager of OIH	MEA	69.90	2764	3359				CCSF 6141 Manager, Office of Health & Safety
Manager of Vacates and HQS	MEA	71.30	2960	3597				3% above SFHA Plumber Foreman (8-22 taxable $1)
Materials Control Officer	MEA	63.45	2019	2454				CCSF 1956 Senior Purchaser
Materials Manager	MEA	67.35	2442	2969				CCSF 1944 Materials Coordinator

1999-2002 MEA CLASSIFICATION SALARY SCHEDULES

APPENDIX A

CLASSIFICATION	Union	10/01/99	10/01/99 BW	10/01/99 BW	12/26/99	12/26/99 BW	12/26/99 BW	BENCHMARK
Accounting Manager	MEA	67.30	2435	2960				CCSF 1658 Chief Accountant
Ombudsperson	MEA	59.45	1662	2019				15% below CCSF 8124 Investigator
Outreach Officer	MEA	51.85	1155	1398				10% above CCSF 1402 Junior Clerk
Principal Business Analyst	MEA	68.35	2564	3117				CCSF 1054 IS Principal Business Analyst
Program Manager I	MEA	66.45	2337	2841				14% below Program Manager II
Program Manager II	MEA	69.10	2660	3234				15% below Program Manager III
Program Manager III *	MEA	71.95	3056	3714				20% below Admnistrator, Customer Service
Program Specialist I **	MEA	57.95	1547	1876				12.5% below Program Specialist II ** temporarily schedule 52.65
Program Specialist II	MEA	60.35	1736	2110				11.3% below Program Supervisor
Program Supervisor	MEA	62.55	1932	2348				21% below Program Manager I
Project Manager	MEA	64.25	2099	2551				CCSF 5291 Planner III
Resident Management Officer	MEA	60.35	1736	2110				CCSF 9772 Community Development Specialist
Resident Self-Sufficiency Coordinator	MEA	64.85	2161	2627				10% below SFHA Special Programs Manager
Senior Payroll Specialist	MEA	59.75	1626	2048				Internal w/ Management Asst. & HR Technician
Senior Project Manager	MEA	67.75	2490	3027				CCSF 5293 Planner IV
Special Programs Manager - Section 8	MEA	67.75	2490	3027				25% below SFHA Administrator of Leased Housing
Supervising Accountant	MEA	62.65	1941	2360				CCSF 1656 Head Accountant
Supervisor of Examinations	MEA	67.75	2490	3027				25% below SFHA Director of Leased Housing
Supervisor of Finance	MEA	67.75	2490	3027				25% below SFHA Director of Leased Housing
Supervisor of Inspections	MEA	67.75	2490	3027				25% below SFHA Director of Leased Housing
Support Services Manager	MEA	63.45	2019	2454				CCSF 1956 Senior Purchaser
Systems Administrator	MEA	69.40	2700	3282				5% below CCSF 1044 Principal Engineer

ANNUAL AND PROBATIONARY EMPLOYEE PERFORMANCE EVALUATION FORM

PROBATIONARY EMPLOYEE
- ☐ FIRST
- ☐ SECOND

REGULAR EMPLOYEE
- ☐ ANNUAL

NAME (Last First Initial)	SOCIAL SECURITY NUMBER	REPORT DATE
POSITION TITLE		DATE PROBATION ENDS
DEPARTMENT NAME	DIVISION/UNIT	EMPLOYEE'S WORK LOCATION

YOUR WORK PERFORMANCE WILL DETERMINE WHETHER YOU OBTAIN REGULAR EMPLOYMENT STATUS

QUALIFICATION FACTORS	RATINGS ARE INDICATED BY "X" MARKS			
	UNACCEPTABLE	DEVELOPMENT NEEDED	STANDARDS ACHIEVED	OUTSTANDING
1. SKILL-Expertness in doing specific tasks; accuracy; precision, completeness, neatness, quantity.				
2. KNOWLEDGE-Extent of knowledge of methods, materials, tools, equipment, technical expressions and other fundamental object matter.				
3. WORK HABITS - Organization of work; care of equipment, punctuality and dependability; industry; follows good practices of vehicle and personal safety.				
4. RELATIONSHIPS WITH PEOPLE - Ability to get along with others; effectiveness in dealing with the public, other employees, residents, or vendors.				
5. LEARNING ABILITY - Speed and thoroughness in learning procedures, laws, rules and other details; alertness; perseverance.				
6. ATTITUDE - Enthusiasm for the work; willingness to conform to job requirements and to accept suggestions for work improvement; adaptability.				
7. SUPERVISORY ABILITY *(if applicable)* - Proficiency in training employees and in planning, organizing, assigning and producing work; leadership; ability to communicate orally and in writing, ability to motivate subordinates.				
8. ADMINISTRATIVE ABILITY *(if applicable)* – Prompt action; sound decisions, application of good management practices; understanding and effective implementation of departmental and personnel management polices.				
9. FACTORS NOT LISTED ABOVE (Use additional sheets if more space is needed.)				
OVERALLL RATING - The over-all rating must be consistent with the factor ratings and comments, but there is no prescribed formula for computing the over-all rating.				

COMMENTS TO EMPLOYEE - *(Supervisor should include factual examples on work especially well or poorly done and give suggestions as to how performance can be improved. Factor and overall ratings of unacceptable and overall ratings of outstanding must be substantiated. Use additional sheets if more space is needed).*

Rater discussed report with employee (Must be attempted) ☐ YES ☐ NO

I RECOMMEND YOU BE GRANTED REGULAR EMPLOYMENT STATUS ☐ YES ☐ NO

RATER'S SIGNATURE	TITLE	DATE SIGNED
EMPLOYEE'S SIGNATURE	DATE SIGNED	☐ I would like to discuss this report with the reviewing officer.

REVIEWING OFFICER'S SIGNATURE ☐ I concur in the ratings given by the rater. ☐ I have made following changes in this report (Use additional sheets if more space is needed).	DATE SIGNED	DATE DISCUSSED WITH EMPLOYEE

DISTRIBUTION COPIES: 1. Personnel Files 2. Employee 3. Supervisor 4. Miscellaneous

SAN FRANCISCO HOUSING AUTHORITY

Personnel Policies, Rules and Procedures

AWARDS

POLICY

The Authority recognizes superior employee performance and accomplishments through the use of appropriate awards including monetary and non-monetary awards. Supervisors at all levels are responsible for encouraging and motivating employees and soliciting suggestions to improve work processes and service.

Adopted by Resolution Number 4989, 7/12/01

RULES AND PROCEDURES

A. NON-MONETARY AWARDS

1. INFORMAL RECOGNITION

Informal recognition from a supervisor in the form of verbal praise and a simple "thank you" is always appropriate. In addition, employees may be given non-monetary recognition such as letters of appreciation, certificates and plaques.

2. TIME OFF AWARDS

This award is time off with pay without charge to leave and is granted to recognize superior accomplishments or other personal efforts that contribute to the quality, efficiency or economy of the Authority's operations or services.

Time off awards are granted in increments of whole workdays only. Depending on an employee's approved work schedule, a workday could be longer than 8 hours.

Supervisors above the first level may approve time off awards of one (1) workday, not to exceed a total of three (3) workdays in a fiscal year. An Administrator or Director or equivalent must approve periods beyond one workday at a time or more than three workdays in a fiscal year. Directors may approve up to three workdays for a single achievement; Administrators may approve up to a maximum of ten (10) days per fiscal year for one or more achievements. No single employee will receive more than a total of ten (10) workdays in a fiscal year without the prior written approval of the Executive Director or designee. Once approved, a time off award may be used at any time that is mutually agreeable between the employee and supervisor. However, time off awards must be used within 12 months of the date the award is approved or the award will be forfeited. Time off awards must be used in increments of full workdays only and cannot be converted to cash payments. Timekeepers will show the use of a time off award on the timecard by

indicating the employee was on duty for the workday and annotating the remark section of the timecard to show the use of this award.

B. MONETARY AWARDS

Monetary awards may be used to recognize and demonstrate appreciation of overall employee performance, one-time or short-term performance or achievements, or sustained accomplishments which contribute to the efficiency and economy of the Authority or improved service to residents and customers. Administrators and Directors (or equivalent) are authorized to grant the following types of monetary awards:

- Performance Awards
- Superior Accomplishment/Special Act Awards
- On-the-Spot Awards including Sick Leave Conservation awards

In selecting the appropriate type of award, supervisors should determine if the superior performance is within the employee's assigned duties or clearly exceeds the standards for the position. Awards should be granted only when the employee's contributions clearly exceed the standards for the position. An additional consideration is whether or not the acts or accomplishments were sustained over an extended period or a one-time event. An employee cannot receive more than one form of monetary recognition for the same act or contribution. No monetary award is automatic and no employee is entitled to an award. An annual Performance Summary rating of Unacceptable or Development Needed or any poor or unsatisfactory performance during the appraisal period will make the employee ineligible for any type of monetary award. Employees who commit acts of misconduct for which they are formally disciplined are also ineligible for monetary awards provided the disciplinary action(s) were in the previous 12 months. Employees will not be informed they are under consideration for any type of monetary award until the appropriate official has approved the award. Each award must be considered on its merits and requires a specific recommendation of the supervisor to the Director or Administrator (or equivalent). The decision of the Administrator or equivalent is final. Temporary employees are not eligible for monetary awards. Non selection for a monetary award or the type or amount of the award are not grievable issues.

C. PERFORMANCE AWARDS

Performance awards are a monetary bonus to employees who substantially and consistently perform in an exemplary manner. Performance awards are based on the employee's annual performance rating and are determined at the time the annual performance appraisal is completed. This award is paid in a lump sum or by granting an additional step increase within the existing schedule. An employee must have a Performance Summary Rating of Outstanding to be eligible for a performance award. Performance awards are intended to provide a means to financially reward an employee whose performance over a rating period substantially exceeds the established standards as documented on the employee's annual performance appraisal.

The amount of the performance award will not exceed five (5) percent of the employee's annual salary. Generally, percentages nearing 5% will be based on clearly documented superior performance and the top rating level. A special step increase may also be granted provided the employee is below step 5. Granting a step increase as an award does not change the employee's anniversary date.

Directors or equivalent (with the concurrence of their Administrator) may approve awards up to 2% of an employee's annual pay while Administrators or equivalent (with the concurrence of the Executive Director or designee) may approve up to 5% of an employee's annual pay or a step increase. The Executive Director or designee must approve awards for Administrators or equivalent.

D. SUPERIOR ACCOMPLISHMENT/SPECIAL ACT AWARDS

These awards are paid in a lump sum to recognize exemplary performance that benefits one or more elements, organizations or operations of the Authority. These awards may be granted at any time and will recognize achievements that do not necessarily coincide with a performance rating period. These awards are not based on the employee's annual performance appraisal.

The amount of these awards may range from $250 to $1000. The Executive Director or designee may grant awards up to $2000 in exceptional cases. In determining the award amount, the nominating and approving supervisors/managers must assess the extent of the application of the employee's achievement, i.e., how broadly the employee's achievement applies within the Authority, and the value of the benefit, i.e., whether the change or performance was small or substantial. For example, an act that affects only one unit in a department and changes or modifies only an internal process or procedure could justify an award at the lower end of the range while an act that affects the entire Authority and establishes an entirely new process or procedure or affects several organizations, districts or developments may justify an award at the upper end of the range. Directors or equivalent may approve awards up to $500 and Administrators or equivalent may approve awards up to $1000. The Executive Director or designee must approve awards for Administrators or equivalent and awards over $1000.

E. ON-THE-SPOT AWARDS

This award is intended to provide rapid feedback and recognition to employees who make an extra effort, either one-time or short-term, to perform their duties in an exemplary manner, especially if the extra effort might otherwise go unrecognized. This type of award should not be a substitute for a higher level award when that is more appropriate. Spot awards are intended to require only a simple justification and will be paid to the employee within a short time after the achievement being recognized.

Spot awards may range from $50 to $250, depending on the nature and duration of the performance being recognized. Spot awards are appropriate to recognize employees who enhance the productivity of the Authority and its ability to provide services to clients by conserving sick leave. Employees who use no more than sixteen (16) hours of sick leave on an annual basis (October 1 through September 30) will receive a spot award of $150. This award is not intended to penalize employees who must use sick leave but to reward employees who

prudently schedule medical appointments during non-work hours and maintain their health and welfare.

Administrators, Directors or equivalent may approve up to $250. If any single employee receives more than $500 in a 12 month period, in Spot or Superior Accomplishment/Special Act Awards, the award that results in the total exceeding $500 must be approved by the appropriate Administrator.

F. EMPLOYEE OF THE QUARTER/EMPLOYEE OF THE YEAR

Each Administrator or equivalent may have an employee of the quarter program to provide appropriate honorary recognition to an employee whose contributions went above and beyond expectations during the previous quarter. Administrators wishing to have an Employee of the Quarter/Year should develop their own written internal procedures spelling out how their program will operate. A copy to the procedure will be submitted to Human Resources. A spot award of up to $100 may accompany this award.

The Authority will hold an annual competition for the Housing Authority Employee of the Year. The competitors for this award will include all the employees of the quarter who have been selected throughout the year. The Authority competition will be held in January of each year with a panel of key managers selecting the finalist. The employee of the year will receive a plaque and $500.

G. NOMINATION PROCEDURES FOR MONETARY AWARDS

Administrators or equivalent will establish internal procedures for their employee of the quarter programs. Administrators granting a cash award to the employee selected as the employee of the quarter for their organization will follow the procedures below for approval of the cash award.

Monetary award nominations will be processed as follows:

1. The nominating supervisor will determine the appropriate type of award and the amount.
2. The nominating supervisor will prepare a Personnel Request Form indicating the type of award in the "Other" block at the top of the form, fill in the employee's name and other information and indicate the award and amount recommended in the "Remarks" section of the form. This form must be reviewed and approved by the level of management having authority to approve the type and amount of the recommended award.
3. The nominating supervisor will prepare a justification spelling out the specific accomplishments that justify the award. The justification should be in memo form and should have enough information so an impartial reader can assess the employee's contributions. Higher award amounts will require more substantial justification.
4. A nomination for a performance award may only be submitted in conjunction with the employee's annual performance appraisal. A copy of the completed appraisal must accompany the Personnel Request Form.

5. A Time Off Award requires a short memo spelling out the achievement that justifies the award. The appropriate levels of management required to grant the requested number of days off must approve the memo.

6. After receiving approval from the appropriate management officials, the nomination package will be submitted to Human Resources for processing. Human Resources will review the award for compliance with the guidelines in these rules and procedures, consistency in granting similar awards, the appropriate type and amount of the award, justification, and approval by appropriate management levels. Human Resources will coordinate with Finance to ensure funds are available.

RESOLUTION NO_____

DATE ADOPTED_____

RESOLUTION FOR EMPLOYER PAID MEMBER CONTRIBUTIONS

WHEREAS, the governing body of the San Francisco Housing Authority ("Authority") has the authority to implement Government Code Section 20691; and

WHEREAS, the governing body of the Authority has a written Memorandum of Understanding that specifically provides for the normal member contributions to be paid by the employer; and

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the Authority of a Resolution to commence said Employer Paid Member Contributions (EPMC); and

WHEREAS, the governing body of the Authority has identified the following conditions for the purpose of its election to pay EPMC:

- This benefit shall apply to all employees in the Municipal Executives' Association and Confidential bargaining units (00 & 03), the names of whom will be provided to CalPERS.
- This benefit shall consist of paying 100% of the normal member contributions as EPMC.
- The effective date of this Resolution shall be February 14, 2002.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the Authority elects to pay EPMC, as set forth above.

APPROVED AS TO FORM AND LEGALITY:

Carl L. Williams, General Counsel

2-7-02

REVIEWED BY:

2/8/02

Gregg Fortner, Acting Executive Director

Signed: _____
Sululagi Palega, Sr., President

Attest: _____
Gregg Fortner, Acting Executive Director/Secretary

RESOLUTION NO_____

DATE ADOPTED_____

RESOLUTION FOR PAYING AND REPORTING THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTIONS

WHEREAS, the governing body of the San Francisco Housing Authority ("Authority") has the authority to implement Government Code Section 20636(c) (4) pursuant to Section 20691; and

WHEREAS, the governing body of the Authority has a written labor policy or agreement that specifically provides for the normal member contributions to be paid by the employer, and reported as additional compensation; and

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the Authority of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions (EPMC); and

WHEREAS, the governing body of the Authority has identified the following conditions for the purpose of its election to pay EPMC:

- This benefit shall apply to all employees in the Municipal Executives' Association and Confidential bargaining units (00 & 03).
- This benefit shall consist of paying 100% of the normal contributions as EPMC, and reporting that same dollar amount as compensation earnable (excluding Government Code Section 20636(c)(4)1 as additional compensation.
- The effective date of this Resolution shall be February 14, 2002.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the Authority elects to pay and report the value of EPMC, as set forth above.

APPROVED AS TO FORM AND LEGALITY: REVIEWED BY:

_____ _____ 2/8/02

Carl L. Williams, General Counsel

2-7-02

Gregg Fortner, Acting Executive Director

Signed: _____

Sululagi Palega, Sr., President

Attest: _____

Gregg Fortner, Acting Executive Director/Secretary

RESOLUTION NO_____

DATE ADOPTED_____

RESOLUTION FIXING THE EMPLOYER'S CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT

WHEREAS, Government Code Section 22825.6 provides that a local agency contracting under the Public Employees' Medical and Hospital Care Act shall fix the amount of the employer's contribution at an amount not less than the amount required under Section 22825 of the Act; and

WHEREAS, Government Code Section 22857 provides that a contracting agency may fix the amount of the employer's contribution for employees and the employer's contribution for annuitants at different amounts provided that the monthly contribution for annuitants shall be annually increased by an amount not less than 5 percent of the monthly contribution for employees, until such time as the amounts are equal; and

WHEREAS, San Francisco Housing Authority is the local agency contracting with the Public Employees' Retirement System; and therefore be it

RESOLVED, that the employer's contribution for each employee, regardless of the health benefits plan selected, or the number of his/her dependants/family members enrolled in such plan, shall be in accordance with the following schedule:

CODE	BARGAINING UNIT	CONTRIBUTION PER MONTH
00	**Municipal Executives' Association**	**100% of premium cost capped at Kaiser North Family Plan**
01	**SEIU, Local 790**	**80% of premium cost with no dollar cap**
02	**Unrepresented Employees**	**80% of premium cost with no dollar cap**
03	**Confidential Employees**	**100% of premium cost capped at Kaiser North Family Plan**

Adopted at a regular meeting of the San Francisco Housing Authority this 14th day of February 2002.

APPROVED AS TO FORM AND LEGALITY:

Carl L. Williams, General Counsel

2-7-02

REVIEWED BY:

2/8/02

Gregg Fortner, Acting Executive Director

Signed: _____
Sululagi Palega, Sr., President

Attest: _____
Gregg Fortner, Acting Executive Director/Secretary

C

SAN FRANCISCO HOUSING AUTHORITY

440 Turk Street • San Francisco, California • 94102 • (415) 554-1200

DATE: February 08, 2002

TO: SAN FRANCISCO HOUSING AUTHORITY COMMISSION

Sululagi Palega, Sr., President
Julie Lee, Vice President
Shirley Byrd, Commissioner
Rev. Edgar E. Boyd, Commissioner
George R. Brown, Commissioner
Betty J. Smith, Commissioner

FROM: GREGG FORTNER, ACTING SECRETARY/EXECUTIVE DIRECTOR

SUBJECT: RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO TRANSFER $400,000.00 OF ROSS APPRENTICESHIP PROGRAM FUNDING TO THE DEPARTMENT OF HUMAN SERVICES (DHS) OF THE CITY AND COUNTY OF SAN FRANCISCO IN ORDER FOR DHS TO OVERSEE JOB TRAINING AND ADMINISTRATIVE ACTIVITIES OF PUBLIC HOUSING AND SECTION 8 RESIDENTS WHO WANT TO PURSUE CAREERS IN THE BUILDING AND CONSTRUCTION TRADES

OVERVIEW

This Resolution requests the Commission to authorize the Acting Executive Director to transfer $400,000 of existing ROSS grant money to the Department of Human Services (DHS) of the City and County of San Francisco. The DHS would contract with two job training community based organizations ---*Young Community Developers* and *Visitacion Valley Jobs Education and Training* --- and oversee pre-apprenticeship construction training activities for 200 public housing and Section 8 residents over a two-year period. After residents successfully complete the three-month training program SFHA, DHS, YCD and VVJET will assist residents in gaining entry into the apprenticeship programs of construction unions.

SCOPE OF SERVICES

The Department of Human Services will administer the ROSS Apprenticeship Program for the San Francisco Housing Authority, and it will oversee the training services that *Young Community Developers* and *Visitacion Valley Jobs Employment and Training* will provide to public housing and Section 8 residents. YCD and VVJET will train 200 residents, and the training will emphasize the following: punctuality, attendance, following directions, teamwork, construction mathematics, tool identification, building model houses to union specifications, the union hall hiring process, and health and safety on the job site and job development.

ANTICIPATED OUTCOMES

The Resident Opportunities and Self Sufficiency (ROSS) Grant to Support Public Housing Apprenticeship Activities in the Construction Trades and Public Housing Operations will allow SFHA residents to gain marketable skills in the building and construction trades. Residents who participate in this program will be able to show up to work on time, read a tape measure, use tools safely, know and understand construction terminology, build things to union specifications and enter a bonafide union apprenticeship program with access to union jobs that pay decent wages and benefits.

WHO BENEFITS

The residents of SFHA will have the opportunity to work at various HOPE VI construction sites and construction sites throughout the Bay Area.

BUDGET CONSIDERATION

The funds for these services come directly from an U.S. Department of Housing and Urban Development ROSS grant of $500,000 which SFHA received in the fall of 2001. The San Francisco Housing Authority retains $100,000 of the $500,000 for staff salaries.

RECOMMENDATION

The San Francisco Housing Authority was one of only seven public housing authorities to receive this particular ROSS grant. The Department of Human Services has a proven track record in monitoring pre-apprenticeship training programs including those run by *Young Community Developers* and *Visitacion Valley Jobs Education and Training*. Staff recommends that the Authority transfer $400,000.00 of ROSS grant money to the Department of Human Services for construction job training of SFHA residents.

RESOLUTION NO:_____
DATE ADOPTED:_____

RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO TRANSFER $400,000 OF ROSS APPRENTICESHIP PROGRAM FUNDING TO THE DEPARTMENT OF HUMAN SERVICES (DHS) OF THE CITY AND COUNTY OF SAN FRANCISCO IN ORDER FOR DHS TO OVERSEE JOB TRAINING AND ADMINISTRATIVE ACTIVITIES OF PUBLIC HOUSING AND SECTION 8 RESIDENTS WHO WANT TO PURSUE CAREERS IN THE BUILDING AND CONSTRUCTION TRADES

WHEREAS, the Authority was awarded $500,000 in Resident Opportunity and Self Sufficiency (ROSS) Grants to Support Public Housing Apprenticeship Activities in the Construction Trades and Public Housing Operations by the U.S. Department of Housing and Urban Development in 2001;

WHEREAS, the Authority has established a goal of hiring residents of San Francisco Housing Authority to work at least twenty-five percent of the total work force hours on construction projects let by the Authority (Resolution No. 4967 adopted February 22, 2001);

WHEREAS, the Authority wishes to offer pre-apprenticeship construction job training that leads to union construction jobs for its residents;

WHEREAS, the Authority has a Memorandum of Understanding with the Department of Human Services (DHS) of the City and County of San Francisco to "...coordinate delivery of employment and self sufficiency services to Housing Authority residents who are clients of the Department of Human Services...";

NOW, THEREFORE BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Acting Executive Director is authorized to transfer $400,000 of ROSS Apprenticeship Program funding to the Department of Human Services (DHS) of the City and County of San Francisco in order for DHS to oversee job training and administrative activities of public housing and Section 8 residents who want to pursue careers in the building and construction trades.

2. This Resolution shall take effect immediately.

APPROVED AS TO FORM AND LEGALITY:

Carl L. Williams

CARL L. WILLIAMS, General Counsel

Date 2-7-02

REVIEWED BY:

GREGG FORTNER, Acting Executive Director

Date 2/8/02

D

SAN FRANCISCO HOUSING AUTHORITY

440 Turk Street • San Francisco, California • 94102 • (415) 554-1200

DATE: February 8, 2002

TO: SAN FRANCISCO HOUSING AUTHORITY COMMISSIONERS

Sululagi Palega, Sr., President
Julie Lee, Vice President
Shirley Byrd, Commissioner
Rev. Edgar E. Boyd, Commissioner
George R. Brown, Commissioner
Betty J. Smith, Commissioner

FROM: Gregg Fortner, Acting Secretary/Executive Director

SUBJECT: RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR'S EXECUTION OF THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) HOPE VI DEMOLITION GRANT AGREEMENT FOR THE NORTH BEACH (CAL 1-11) HOUSING DEVELOPMENT AWARDED IN 2001

OVERVIEW

This resolution provides for the Commission to authorize the Acting Executive Director to execute the North Beach Development FY 2001 HOPE VI Demolition Grant Agreement, CA39URD001D101, received from HUD on January 22, 2002 for the amount of $3,240,445 to fund a portion of the demolition costs for the North Beach redevelopment.

OBJECTIVES

This resolution provides for the Commission to authorize the execution of the North Beach HOPE VI Demolition Grant that will partly fund the demolition of the existing North Beach development, relocation and related costs. North Beach HOPE VI Revitalization Grant funding is anticipated to cover other demolition costs, relocation and other costs.

PRESENT SITUATION

The developer partner, North Beach Development Associates (NBDA) began demolition preparation and demolition activities on the site in October 2001. The HOPE VI Demolition grant was awarded on November 16, 2001 and the executable grant agreement was received by SFHA

from HUD on January 22, 2002. The Grant award is for $3,240,445 based on the HUD approved SFHA certified demolition costs and the availability of funding.

WHO BENEFITS

A mixed-use development is a unique endeavor for public housing in the United States and a unique opportunity for the San Francisco Housing Authority to develop income-generating property while rebuilding public housing. When completed, North Beach will be used to demonstrate to local public housing residents, residents of the Bay Area, and tourists from all over the world, that public housing in San Francisco is safe, comfortable, and compatible with adjacent neighborhoods.

The Demolition Grant award has been a critical piece in the mixed–finance plan of the redevelopment of North Beach.

BUDGET CONSIDERATIONS

The $3,240,445 is the appropriate use of HOPE VI funds for the demolition of the existing structures. Expenditure of these funds at this time is necessary in order to complete all preconstruction work.

RESIDENT HIRING

NBDA and SFHA have begun outreach for residents with priority for North Beach residents. The initial focus includes job positions with the development team and the demolition/ hazardous material abatement sub-contractor.

The resident hiring for construction will be directed by NBDA's Resident Hiring Coordinator under a Resident Hiring Plan acceptable to the Authority, and will be monitored weekly by the SFHA Contracting Officer using Appendix to 24 CFR Part 135, Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents.

MBE/WBE PARTICIPATION

North Beach Development Associates (NBDA) is a joint venture developer that includes Em Johnson Interests, an MBE development company. In addition, the General Contractor, Cahill/Nibbi is identifying local MBE and WBE contractors who will serve in the role of "first tier subcontractors" to provide major portions of the overall construction work necessary to complete the project. The plan includes carve-outs of combined subcontractor trade work for which the MBE/WBE firms would be responsible for bidding and supervision, under contract with the General Contractor Joint Venture team. Cahill/Nibbi has begun meeting with potential first tier subcontractor MBE/WBE firms such as the MBE firm of Baines and Robertson, Inc., to discuss the potential for them serving in a first tier subcontractual role.

Cahill/Nibbi will also identify an MBE firm to serve as a member of the management team for the Joint Venture to conduct and manage the local MBE and WBE outreach program to identify,

qualify, and solicit bids in an effort to maximize the participation of subcontractors in the overall project aimed at meeting or exceeding the SFHA and City of San Francisco goals. This process will include advertising outreach to MBE/WBE trade organizations, and developing bonding. Creating smaller bid packages is also being considered for appropriate trades to encourage the participation of small MBE/WBE firms.

RECOMMENDATION
Adoption of this Resolution is recommended.

(Materials prepared by Barbara T. Smith and Catherine Lee, Housing Development Department)

RESOLUTION NO. _____

DATE ADOPTED _____

RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR'S EXECUTION OF THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) HOPE VI DEMOLITION GRANT AGREEMENT FOR THE NORTH BEACH (CAL 1-11) HOUSING DEVELOPMENT AWARDED IN 2001

WHEREAS, on February 28, 2001 HUD issued a Notice of Funding Availability (NOFA) for HOPE VI Demolition Grants, and on April 9, 2001 HUD released application kits for eligible housing agencies; and the San Francisco Housing Authority ("SFHA") prepared and submitted an application for HOPE VI Demolition Grant Funding for North Beach pursuant to Commission Resolution No. 4973 dated 4/12/01; and,

WHEREAS, on May 9, 2001, the SFHA submitted to HUD the North Beach FY 2001 HOPE VI Demolition Grant Application in the amount of $4,800,000; and,

WHEREAS, on June 1, 2001 the SFHA submitted clarifications to the FY 2001 North Beach HOPE VI application to HUD that resulted in a HUD approval of $4,360,534 of eligible FY 2001 HOPE VI Demolition Grant certified costs for the North Beach Development; and,

WHEREA, on November 16, 2001 HUD announced that the SFHA North Beach Development was awarded a FY 2001 HOPE VI Demolition Grant in the amount of $3,240,445 based on the availability of funding; and,

WHEREAS, on January 22, 2002 SFHA received from HUD the Transmittal for the North Beach FY 2001 HOPE VI Demolition Grant Agreement, Grant Number CA39URD001D101 for preparation for execution; and,

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Acting Executive Director is authorized to execute the U. S. Department of Housing and Urban Development (HUD) HOPE VI Demolition Grant Agreement, CA39URD001D101, for the North Beach Development for the amount of $3,240,445.

2. This resolution shall take effect immediately.

APPROVED AS TO FORM AND LEGALITY:

CARL L. WILLIAMS, General Counsel

Date 2-8-02

REVIEWED BY:

GREGG FORTNER, Acting Executive Director

Date 2/8/02

E

February 14, 2002

DRAFT

Tom Ammiano, President and
Members
Board of Supervisors
City and County of San Francisco
1 Carlton Goodlett Plaza
Room ___
San Francisco, CA 94102

Dear President Ammiano and Members of The Board of Supervisors:

By unanimous assent, the Commissioners of the San Francisco Housing Authority have authorized me to convey its opposition to the proposed "Interim Zoning Requiring Conditional Use Authorization for Large Retail Uses."

A number of residents of public housing in the Bayview-Hunters Point community have expressed to me their opposition to this proposed zoning measure. We share the concerns of the public housing residents that this proposed zoning control measure would have an adverse impact on the creation of jobs and economic opportunities for public housing residents of the Bayview-Hunters Point community. The Bayview-Hunters Point community, and the public housing residents who reside in that community, need the support of the Board of Supervisors to encourage job-creation measures and economic development that will benefit the low-income population. This proposed measure does not provide such encouragement.

We respectfully urge that you do not adopt this measure.

Regards,

Sululagi Palega, Sr.
President,
Board of Commissioners
San Francisco Housing Authority

2/28/02

HOUSING AUTHORITY
OF THE
CITY AND COUNTY OF SAN FRANCISCO

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Minutes of Regular Meeting
Thursday, February 14, 2002

440 Turk Street
San Francisco, California

The Housing Authority of the City and County of San Francisco met in regular session at 440 Turk Street, San Francisco, California on Thursday, February 14, 2002, at 4:00 p.m.

The meeting was called to order by President Palega at 4:15 p.m.

1. ROLL CALL

Roll call found the following members to be:

DOCUMENTS DEPT.

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PRESENT:	*Sululagi Palega, Sr., President*
	Rev. Edgar E. Boyd, Commissioner
	George R. Brown, Commissioner
	Betty J. Smith, Commissioner
ABSENT/ EXCUSED:	*Julie Lee, Vice President*
	Shirley Byrd, Commissioner

A quorum was present.

ALSO PRESENT:	*Mr. Gregg Fortner, Acting Executive Director*
	Mr. Carl L. Williams, General Counsel

2. APPROVAL OF AGENDA

President Palega stated that there were some issues regarding Item 11(B) that required that the Commission go into closed session before acting on the resolution. Mr. Fortner asked to delete Item 10(A) from the agenda. Commissioner Brown moved to approve the two amendments to the agenda and Commissioner Smith seconded the motion. The motion was UNANIMOUSLY APPROVED. Commissioner Boyd moved to approve the agenda with the amendments and Commissioner Brown seconded the motion. The amended agenda of February 14, 2002 was UNANIMOUSLY APPROVED.

3. APPROVAL OF MINUTES

Regular Meeting of January 24, 2002: Commissioner Brown moved to approve the minutes and Commissioner Boyd seconded the motion. The minutes of the regular meeting of January 24, 2002 were UNANIMOUSLY APPROVED.

Special Meeting of January 31, 2002: Commissioner Brown moved to approve the minutes and Commissioner Smith seconded the motion. The minutes of the special meeting of January 31, 2002 were UNANIMOUSLY APPROVED.

4. GENERAL COMMUNICATIONS

Mr. Fortner noted that the following communications have been forwarded to the Commission: Copy of MOU between SFHA/Carpenters Regional Council/Visitation Valley Job Training Program; Copy of MOU between SFHA/Carpenters Regional Council/Young Community Developers (Item 11C on the agenda); Announcement regarding Black History Month Celebration; Commissioners' Request Log; copy of resident employment update (a verbal report will also be given); Report on voter education efforts (a verbal report will also be given); draft of letter addressed to Sidney Chan, President of the SF Police Commission, requesting a meeting of the joint SFHA and SFPD commissions at Plaza (this letter was requested by President Palega).

5. REPORT OF ACTING SECRETARY

Mr. Fortner announced that the reason Vice President Lee is absent is because she is in New York awaiting the birth of first grandchild.

Staff Report on Plaza East – Mr. Fortner called on Naja Boyd, Administrator, Customer Service, to brief the Commission on relocation efforts at Plaza East. Ms. Boyd and Nicole McCray, Relocation Supervisor, addressed the Commission. Ms Boyd stated that the first phase of the reoccupation of Plaza East is scheduled for this week end. Currently, 138 families have been screened and 61 families referred to McCormack Baron, the management company for this development. Ms. McCray explained the tracking and screening process of the residents relocating to Plaza East. Mr. Fortner called on Barbara Smith, Housing Development Administrator, to talk about the community task force. Ms. Smith stated that a task force has been formed made up of community representatives, the police department, residents leaders, the SFHA, and the Mayor's Office of Neighborhood Services. The task force meets monthly and is charged with developing strategies for security at Plaza East, such as neighborhood watches. Residents are very concerned that the site remains safe. Commissioner Boyd expressed a special interest in security of the area and Mr. Fortner suggested inviting him to the next task force meeting.

Staff Report on Voter Registration – Mr. Fortner called on Rufus Davis, BASS, to give a report on voter registration efforts. Mr. Davis gave a brief synopsis of what has been done the last six weeks to increase voter registration and actual voting among public housing and Section 8 residents. Mailers and voter registration cards were sent to all 12,000+ residents who were non-registered voters. The SFHA has contracted with the A. Phillip Randolph Institute to work on this endeavor. Shuttle bus transportation has been provided for early voting. Commissioner Boyd stressed the importance of getting people

to the polls and finding the most effective ways to do that. President Palega asked for an update at next meeting of the actual number of people who responded to the registration card vs. those who did not; and what other incentives are being looked at to get them to respond.

Staff Report on Resident Employment: Mr. Rufus Davis gave the staff report on resident employment and reviewed the information in the documents submitted. There are 114 residents working directly for SFHA, in craft, clerical and managerial positions. In the HOPE 6 construction sites and modernization projects, residents have been employed as laborers and other trades, with primarily union wages and union benefits. President Palega reiterated that the 25% resident hiring requirement is a minimum requirement. It is the hope and expectation that contractors exceed 25%. Mr. Davis described the other training programs, such as with Walgreens to gain retailing and cashiering skills and the Computer Learning Center to learn how to build a computer and to learn software programs. President Palega was concerned that the report did not include a status update on the apprenticeship program. This would be useful information for the Commission. Mr. Fortner stated that this was just an oversight and this information would be provided to the Commission.

Mr. Fortner stated that President Bush has come out with the budget for next fiscal year 2003. There is a proposed 14.6% cut in capital funds. If passed, the SFHA would lose $2.3 million for capital improvements from comp grant modernization funds. President Bush tried this last year; Senate and the House did not buy it. He asked for a 23% cut and got 6%. Even at current levels, the SFHA now has still less money for capital funding than in 2001. Mr. Fortner stated that he would keep the Commission apprised on these developments as the national advocacy groups deal with Congress and the President on public housing issues.

Mr. Fortner noted a number of events coming up in during the month:

- February 20, 11:30–1:30: Black history month celebration at Rosa Parks hosted by Commissioner Smith for staff and residents
- February 25, 10:30 – 2:00: Plaza East Grand Opening at Eddy and Buchanan parking lot outside of the management office. Commissioners Palega and Boyd are involved in the ceremony. Mayor is confirmed to attend the event.
- February 27, 12:00 – 1:00: A press conference has been called by the Mayor's Office on Disability at a SFHA site: 344 Arguello. There is a prototype of an intercom that is adaptable for blind people who cannot see numbers–a voice controlled intercom. MOD asked to install one at the Arguello site, at no cost to the agency. A test of this technology will be conducted at the press conference..
- February 28, 11:30 – 1:30: There will be a community meeting at Rosa Parks. The Mayor will address resident leaders to encourage them to get out to vote and talk to them about the power of voting and how voting is a tool for disadvantaged people to get their interest best heard. Lunch will be served.

Mr. Fortner congratulated Commissioner Boyd, who is one of the cofounders of the Tabernacle Community Development Corporation. This is a faith-based organization that will be doing community development housing. The kick off for the group was on February 1 at The Christian Center. The Mayor was there to give his support to the efforts. It is a noble and ambitious effort. Mr. Fortner extended his well wishes for much success in this endeavor.

6. COMMITTEE REPORTS

Diversity Committee - Nothing to report.

Finance Committee – President Palega stated that the Finance Committee met on February 5, 2002 and he thanked Commissioner Brown for attending the meeting. He called on the chairman, Commissioner Boyd, to give a report. Commissioner Boyd stated that the preliminary budget was reviewed. Staff provided information regarding cost cutting areas, such as energy consumption and information about how other funds will be coming into the agency to help the work of the agency for the ensuing year. It appears as if there is a little more fiscal flexibility than was previously projected. President Palega stated that staff is working on a new travel policy, which will take into account all travel for staff, commissioners and residents. This should be before the Commission soon.

Personnel Committee - Nothing to report.

7. REPORT OF COUNSEL

Mr. Carl Williams briefly reviewed items 11(E) (F) and (G) on the agenda. (E): draft of a letter to the Board of Supervisors has been prepared; (F) discussion item regarding changing the time of the Commission meetings; (G) standing committee appointments.

8. TENANT REPRESENTATIVE REPORT

City Wide Council - Senior/Disabled: Mr. Vitalie thanked Mr. Fortner, President Palega, Naja Boyd and Ignatius Leonar for being at the installation of officers of the CityWide Council. He stated that it was a wonderful celebration. He strongly encouraged the SFHA to notify every senior and disabled resident regarding voter registration efforts. He stated that the Computer Learning Center classes are being held at Hunters View and Egbert Street. Both of these locations are difficult, virtually impossible, for seniors/disabled to get to, whereas Rosa Parks is central and easy to get to. He asked what happened to the programs at Rosa Parks. President Palega stated that staff would be getting back to him regarding this.

Public Housing Tenants Association (PHTA): Mr. Fortner stated that Maria Wilson, President of Sunnydale Tenants Association, was supposed to be here but she did not make it.

9. PUBLIC COMMENTS ON AGENDA ITEMS: LIMITED TO 2 MINUTES

NOTE: *The public will have the opportunity to comment on agenda items prior to any action taken by the Commission pursuant to the San Francisco Housing Authority Rules Governing Public Testimony adopted 2/23/95 as Resolution No. 4423. Prior to adjournment, after Item No. 11, the public will have the opportunity to comment on items not on the agenda.*

Raymond Sullivan, Municipal Executives Association – Mr. Sullivan stated that he understood that the Commission would be going into executive session today to discuss the MEA agreement. He took this time to thank Mr. Fortner and SFHA staff for all the work they did on the collective bargaining agreement and bringing it to the point where it is today.

10. UNFINISHED BUSINESS - None

11. NEW BUSINESS

(A) RESOLUTION NO. 5020

RESOLUTION APPROVING RATIFICATION OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE NORTHERN CALIFORNIA CARPENTERS REGIONAL COUNCIL / LOCAL 22 AND THE SAN FRANCISCO HOUSING AUTHORITY

Paul Howard, Labor Relations Manager, stated that this resolution is seeking ratification of a new MOU between the Carpenters Union and the SFHA. The last MOU expired September 30, 2001. Negotiations started in August and concluded in mid December. The economic provisions of this MOU complied with federal regulations and are consistent with the SFHA's practice of following the City and County of San Francisco for this group of employees. The MOU contains a more comprehensive management rights clause and performance accountability provision that did not exist in the previous one. This is a four-year agreement, which will prove beneficial to the Authority.

Commissioner Boyd moved to approved Resolution No. 5020 and Commissioner Brown seconded the motion. Resolution No. 5020 was UNANIMOUSLY APPROVED.

CLOSED SESSION – President Palega announced that the Commission would now go into closed session to discuss item 11(B). The Commission went into closed session at 5:30 p.m.

RECONVENING OF THE MEETING – The meeting reconvened at 5:55. President Palega stated that the Commission met in closed session and discussed Item 11(B). Mr. Fortner and Mr. Carl Williams addressed the concerns raised. The Commission now has a better understanding.

For the purpose of the discussion and the vote Resolutions No. 5021 through No. 5024 were considered together.

(B1) RESOLUTION NO. 5021

RESOLUTION APPROVING RATIFICATION OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE MUNICIPAL EXECUTIVES' ASSOCIATION (MEA) AND THE SAN FRANCISCO HOUSING AUTHORITY

(B2) RESOLUTION NO. 5022

RESOLUTION FOR EMPLOYER PAID MEMBER CONTRIBUTIONS

(B3) RESOLUTION NO. 5023

RESOLUTION FOR PAYING AND REPORTING THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTIONS

(B4) RESOLUTION NO. 5024

RESOLUTION FIXING THE EMPLOYER'S CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT

Paul Howard, Labor Relations Manager, stated that MEA represents management employees. The initial MOU was approved by the Commission in June and contained a provision that negotiations would reopen on economic issues once there was a clearer picture of SFHA's budget for the fiscal year. Negotiations were reopened in August and have continued through mid January. The provisions include: paying the employee's retirement contribution and the monthly medical premiums within certain limitations and providing future COLAS that are equal to those of lower level employees. There are other very favorable provisions including strong performance accountability standards and limits to SFHA's exposure to rising medical premium costs, which should help in the future and protect the agency against escalating medical costs.

Commissioner Boyd moved to approve Resolutions No. 5021 through No. 5024 and Commissioner Brown seconded the motion. Resolutions No. 5021, No. 5022, No. 5023 and No. 5024 were UNANIMOUSLY APPROVED.

(C) RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO TRANSFER $400,000.00 OF ROSS APPRENTICESHIP PROGRAM FUNDING TO THE CITY AND COUNTY OF SAN FRANCISCO'S DEPARTMENT OF HUMAN SERVICES FOR OVERSEEING JOB TRAINING AND ADMINISTRATIVE ACTIVITIES OF PUBLIC HOUSING RESIDENTS WHO WANT TO PURSUE CAREERS IN THE BUILDING AND CONSTRUCTION TRADES

Rufus Davis, BASS, presented this resolution. President Palega asked if there was a deadline to have these funds transferred. If not, he asked to have this matter tabled pending getting updated documents and or statements. He noted that the MOU with the carpenters union is over a year old. He requested a current statement from them stating their support of this project. Mr. Fortner clarified that the documents are over a year old because this is when the application was submitted for the grant. There was a brief discussion regarding the apprenticeship program, skills learned by the residents and their prospects for employment. The Commission is in support of this and would like it to move forward, pending the data requested. In response to the Commission's concerns, Mr. Davis assured the Commission that the funds would be used 100% for public housing and Section 8 residents.

(D) RESOLUTION NO. 5025

RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR'S EXECUTION OF THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) HOPE VI DEMOLITION GRANT AGREEMENT FOR THE NORTH BEACH (CAL 1-11) HOUSING DEVELOPMENT AWARDED IN 2001

Barbara Smith, Housing Development Administrator, presented this resolution authorizing the Acting Executive Director to execute the HUD demolition grant agreement for North Beach, which was received in January. Ms. Smith stated that these funds would cover the remaining demolition remediation costs, site preparation work, and the relocation of the remaining residents from the site. Ms Smith also provided a brief update on the status of the work and the relocation efforts at North Beach. Mr. Fortner stated that because there was a fatality at the site due to a construction accident, the State Health Administration has to certify the work site safe. It is expected that the SFHA will get the clearance by Tuesday and demolition can proceed.

Commissioner Brown moved to approve Resolution No. 5025 and Commissioner Smith seconded the motion. Resolutions No. 5025 was UNANIMOUSLY APPROVED.

(E) APPROVING AND AUTHORIZING THE PRESIDENT OF THE COMMISSION TO SEND LETTER TO SAN FRANCISCO BOARD OF SUPERVISORS EXPRESSING THE SENSE OF THE COMMISSION THAT THE PROPOSED INTERIM ZONING CONTROLS IN THE BV-HP COMMUNITY WILL HAVE AN ADVERSE IMPACT ON PUBLIC HOUSING RESIDENTS IN THAT COMMUNITY

Mr. Williams stated that a draft letter to the Board of Supervisors opposing this legislation has been prepared for Commission review. Commissioner Boyd made a minor correction to the letter. Commissioner Boyd moved to forward the letter. Commissioner Brown seconded the motion. The motion was UNANIMOUSLY APPROVED.

(F) DISCUSSION REGARDING POSSIBLE CHANGE IN THE TIME OF THE REGULAR MEETING

Mr. Williams stated that this matter is on the agenda for discussion purposes and to give notice to the public that this matter is under consideration. President Palega asked to survey the residents and get resident input as to what is a good time for them. He also asked to explore other possible locations for Commission meetings.

(G) APPOINTMENTS BY PRESIDENT OF THE COMMISSION TO STANDING COMMITTEES AND DESIGNATION OF CHAIR OF THE STANDING COMMITTEES

President Palega made the following appointments: Diversity Committee-Commissioner Smith to co-chair this committee. Personnel Committee-Vice President Lee, Chairman; members: Commissioners Boyd and Palega. Commissioner Brown to serve as an alternate. Finance Committee-Commissioner Boyd, Chairman, members: Commissioners Brown and Palega. Alternate to be appointed. With these appointments, the committees' composition is as follows:

- Diversity: Commissioners Byrd and Smith, Co-Chair; Vice President Lee, member; alternate to be appointed.
- Finance: Commissioner Boyd, Chairman; Commissioners Brown and Palega, members; alternate to be appointed.
- Personnel: Vice President Lee, Chairman; Commissioners Boyd and Palega, members; Commissioner Brown, alternate.

12. PUBLIC COMMENTS ON ITEMS NOT ON AGENDA – None

13. COMMISSIONER'S COMMENT AND REPORT

President Palega stated that most likely he will not be present at the first Commission meeting in March since he is planning on being in Washington D.C. at a conference. Mr. Fortner noted that he would be attending a conference at that time also. President Palega stated that if any of the commissioners need an orientation course or brush up course on the Brown Act to make arrangements with General Counsel and staff. Mr. Williams stated that he was available and plans are already underway to conduct an orientation with Vice President Lee regarding her vice presidential duties, so she will be prepared to chair the first meeting in March if the President is absent.

14. CLOSED SESSION

At 6:20 President Palega announced that the Commission had concluded its regular business and would be going into closed session. A closed session was scheduled with the General Counsel under Government Code §54956.9(a) to discuss existing and pending litigation (case name unspecified to avoid jeopardizing existing settlement negotiations).

15. RECONVENING OF COMMISSION MEETING

At approximately 6:45 p.m. the Commission reconvened in open session. President Palega stated that the Commission met in closed session and talked about some personnel issues and also some pending litigation. The Commission instructed General Counsel and staff to continue with the negotiations and investigations and report back to the Commission at a later date.

16. ADJOURNMENT

Commissioner Brown moved to adjourn the meeting and Commissioner Smith seconded the motion. There being no further business to come before the Commission, the meeting of February 14, 2002 was adjourned at 6:47 p.m.

Gregg Fortner, Acting Executive Director

Sululagi Palega Sr., President

SAN FRANCISCO HOUSING AUTHORITY
440 TURK STREET • SAN FRANCISCO • CALIFORNIA • 94102 • (415) 554-1200

CERTIFICATE

I, **SULULAGI PALEGA, SR.,** duly elected President of the Board of Commissioners of the Housing Authority of the City and County of San Francisco, do hereby certify that the following was adopted at a Regular Meeting of the Commission held on February 14, 2002:

RESOLUTION NO. 5020

RESOLUTION APPROVING RATIFICATION OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE NORTHERN CALIFORNIA CARPENTERS REGIONAL COUNCIL / LOCAL 22 AND THE SAN FRANCISCO HOUSING AUTHORITY

Attached is a true and correct copy of the Resolution as adopted at the said meeting on file and on record as adopted by the following vote of the Members:

FOR ADOPTION:

Sululagi Palega, Sr.
Rev. Edgar E. Boyd
George R. Brown
Betty J. Smith

AGAINST ADOPTION:

Absent (Excused):
Julie Lee
Shirley Byrd

IN TESTIMONY, WHEREOF, I have hereto set my hand and seal of said Authority this date: _____.

_____
Sululagi Palega, Sr., President

RESOLUTION NO. 5020

DATE ADOPTED 2/14/02

RESOLUTION RATIFYING THE APPROVAL AND EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN FRANCISCO HOUSING AUTHORITY AND THE CARPENTERS' REGIONAL COUNCIL / LOCAL 22

WHEREAS, the San Francisco Housing Authority ("Authority") and the Northern California Carpenters' Regional Council / Local 22 (Union), have reached agreement on certain issues related to the compensation and terms and conditions of employment for unit members, pursuant to Government Code Sections 3500 et seq. (Meyers-Milias-Brown Act); and

WHEREAS, all costs associated with execution of the aforementioned Memorandum of Understanding will be cost allocated as appropriate and in accordance with Federal Regulations to the various funding sources of the Authority.

NOW, THEREFORE, BE IT RESOLVED THAT, the Board of Commissioners of the Authority hereby ratifies and approves the execution of the Memorandum of Understanding between the Authority and the Union for the period from October 1, 2001 through September 30, 2005, a copy of which is attached hereto as Exhibit A.

APPROVED AS TO FORM AND LEGALITY:

Carl L. Williams, General Counsel

2-7-02
Date

REVIEWED BY:

Gregg Fortner, Acting Executive Director

2/8/02
Date

EXHIBIT A

MEMORANDUM OF UNDERSTANDING BETWEEN

THE SAN FRANCISCO HOUSING AUTHORITY

AND

THE NORTHERN CALIFORNIA CARPENTERS REGIONAL COUNCIL / LOCAL 22

OCTOBER 1, 2001 THROUGH SEPTEMBER 30, 2005

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PREAMBLE

This Memorandum of Understanding (hereinafter "MOU") is entered into by the San Francisco Housing Authority (hereinafter "Authority") and the Northern California Carpenters Regional Council and its Affiliated Local Unions (hereinafter "Union"), The Authority and the Union (hereinafter "Parties") mutually acknowledge their commitment and obligation to provide the highest possible quality of service to the clientele of the Authority. In discharging this commitment, the Parties reaffirm their responsibility to deliver service in the most efficient, effective and courteous manner at all times. The Parties agree to comply with all applicable laws, including provisions of the *Meyers-Milias-Brown Act* and all administrative regulations promulgated by the Department of Housing and Urban Development (hereinafter "HUD"), including Authority policies, procedures and practices that are not inconsistent with this MOU.

ARTICLE I
EFFECT AND TERM OF AGREEMENT

It is understood and agreed that the provisions of this MOU shall prevail over Authority practices and procedures and over State laws to the extent permitted by such law, and that in the absence of specific MOU provisions, such practices and procedures are discretionary with the Authority to the extent permitted by State law. In no instance will Authority policies and procedures confer upon covered individuals benefits greater than those specifically provided for under the provisions of this MOU. This MOU is made and entered into as of the 1st day of October, 2001, by and between the Parties. The Parties agree to the provisions of the following articles through September 30, 2005.

ARTICLE II
SUPPORT OF AGREEMENT

Except as otherwise provided for herein, the Parties agree to support this MOU for its term and neither will appear before the other to seek change or improvement in any matter subject to the negotiation process, except by mutual agreement of the Parties.

ARTICLE III
SEVERABILITY

If any provision of this MOU is held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. In the event of suspension or invalidation of any article or section of this MOU, the Parties agree to meet and negotiate within sixty (60) days after such determination to arrive at a mutually satisfactory replacement for such article or section.

ARTICLE IV
ZIPPER CLAUSE

This MOU contains the full and entire understanding of the Parties regarding the matters herein and may only be modified in writing upon mutual consent of the Parties. The Parties agree that all past practices, side letters and other understandings between the Parties, not expressly memorialized and incorporated into this MOU, shall continue for one year from the effective date of this MOU. During that year, the Parties shall meet and review such items to determine the appropriateness for inclusion in this MOU. Thereafter, the Parties agree that all past practices, side letters and other understandings not expressly memorialized and incorporated into this MOU shall no longer be enforceable.

ARTICLE V
MANAGEMENT RIGHTS

1. Except as otherwise provided herein, it is understood and agreed that the Authority retains all of its powers and exclusive rights to organize, direct, manage and control its operations to the fullest extent of the law, including but not limited to, the right to determine its organization; direct the work of its employees; establish the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing these services; establish policies, goals and objectives; determine staffing patterns, including the number and kinds of personnel required; maintain the efficiency of Authority operations; build, move or modify facilities; determine and establish budgetary procedures and allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. Additionally, the Authority retains the right to classify duties, allocate positions to classes, hire, classify, assign, evaluate, promote, discipline and terminate an individual's employment.

2. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Authority, the adoption of policies, rules, procedures, and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this MOU; and then only to the extent such specific and express terms are in conformance with law.

3. The Authority retains its right to amend, modify or suspend policies, procedures and practices referred to in this MOU in cases of emergency as provided in Public Contract Code Section 20654. Any amendment, modification or suspension shall be for a period no longer than the length of the emergency.

ARTICLE VI
REPRESENTATION & SECURITY

The Union has been certified by the Housing Authority Commission as the exclusive representative for Carpenters, Carpenter Apprentices, Carpenter Foremen and Carpenter General Foremen. This MOU applies to employees in these classes who are employed in the Maintenance Program. All individuals covered by this MOU on its effective date, who are Union members in good standing, shall remain so.

ARTICLE VII
UNION RIGHTS

1. The Union's designated officers (Business Representatives and Stewards) shall have the following rights in addition to the rights contained in any other section of this MOU.

   (a) The right to job specifications, performance standards and rules of conduct that will enable the Union to fulfill its role as the certified representative of the individuals dispatched under this MOU.

   (b) The right to distribute this MOU to individuals dispatched to the Authority.

   (c) The right to hold meetings on an "as needed" basis with members; however, such meetings shall be held prior to or after normal working hours, whenever possible.

   (d) The Union shall be entitled to appoint a maximum of two (2) Stewards who are Journey Carpenters, and who shall in addition to their normal work, be permitted to perform during working hours, Union duties that cannot be performed at other times. Such duties shall be performed as expeditiously as possible and the Authority shall allow Stewards a reasonable amount of time for the performance of said duties. The Union shall immediately notify the Authority in writing of each Steward appointment.

   (e) With the exception of the provisions in this MOU, all provisions in the Carpenters' Master Agreement for Northern California, (hereinafter "CMA") and successor CMAs that are in effect, or that may be in effect during the term of this MOU, shall be binding on the Parties.

ARTICLE VIII
WORK COVERED

Covered work shall include, but not necessarily be limited to all applicable items detailed in the CMA, in addition to the following types of carpentry work that are common to the Authority. Additionally, the scope of work shall extend to substitute products or new technology relating to any prefabricated installations and any combination equipment designed to fulfill multiple functions related to the covered work.

- All lock installation & repair.
- All door and gate construction, repair & replacement including same for related hardware.
- All wall and partition layout & framing.
- Panic bar and hardware installation & repair.
- Concrete forms.
- Stair construction, erection & replacement.
- Cabinet manufacture, assembly, installation & repair.
- Counter top installation and repair.
- Wood flooring and deck installation & repair.
- Roof replacement & repair, not including "tear off".
- All accessory installation including towel bars, paper holders, toilet partitions, grab bars, curtain rods & shade brackets.
- Window, sash and trim installation, replacement & repair (excluding glass replacement).
- Installation, replacement and repair of baseboards & moldings.
- Installation and replacement of ceiling tiles.
- Construction and erection of sheds, fences, barricades, bleachers, stages, platforms & scaffolding.
- Welding that is incidental to carpentry work.

ARTICLE IX
NONDISCRIMINATION

1. The Authority agrees not to discriminate against any employee because of membership in the Union or because of any activities on behalf of the Union. In any event, such activities shall not interfere with the normal operations of the Authority.

2. The Parties agree to support the principles of Equal Employment Opportunity and will obey all laws and regulations regarding discrimination against any employee or applicant for employment because of religion, race, color, national origin, age, sex, sexual preference, or disability. The Authority will not, nor will the Union cause the Authority to, discharge or otherwise discriminate against any employee based on any of the above categories.

ARTICLE X
SAFETY & SECURITY

1. The Parties agree that it is in the best interests to all concerned to provide a safe, secure, and healthy working environment. The Authority and the individuals covered by this MOU agree to abide by the safety standards established by the State Department of Industrial Relations and comply with the Occupational Safety and Health Act.

2. To assure that health and safety hazards are handled in a timely fashion, the following procedures shall be followed: (1) employees shall report health or safety hazards to their immediate supervisor; (2) if the immediate supervisor is unable to abate the hazard, the matter shall be referred to the Authority's Director of Occupational Safety & Health who will meet with the employee and immediate supervisor regarding the matter; (3) if the matter cannot be resolved by the Authority's Occupational Safety & Health Director, it will be referred to that individual's immediate superior.

3. Among the individuals covered by this MOU, at least two (2) Journey Carpenters shall be certified in Hazardous Material & Asbestos removal.

ARTICLE XI
LABOR / MANAGEMENT COMMITTEE

The Parties agree to continue the Labor/Management Committee that will meet as mutually agreed to discuss employment conditions. The committee membership shall consist of no more than two (2) Union members who are Authority employees and no more than three (3) individuals selected by Authority. The Union may select additional individuals who are not Authority employees.

ARTICLE XII
OUTSIDE CONTRACTING / COMPETITIVE BIDDING

1. Authority Resolution No. 2304 regarding Competitive Bidding authorizes and directs management to engage in outside competitive contracting at its discretion. All craft work that is put out to bid will be at the prevailing wage rates for the appropriate craft classifications in accordance with the regulations established by the Department of Housing and Urban Development, the policies of the Authority, federal regulations where Davis-Bacon wage rates are required, and local ordinances when city funds are utilized.

2. The Authority shall notify the Union in writing within ten (10) working days following the Board of Commissioners award of the contract, the name of the contractor(s), the starting date and the location of the project(s).

ARTICLE XIII
NO STRIKES

1. The Parties agree there shall be no strike, lockout or work stoppage by either party. The Union may withhold individuals from dispatch or picket the Authority for non-payment of wages or trust fund contributions. The curtailment of operations for business reasons shall be at the sole discretion of the Authority and shall not be considered a lockout.

2. The observance of the picket line of another organization sanctioned by San Francisco Building and Construction Trades Council or the San Francisco Central Labor Council shall not be considered a violation of this article.

ARTICLE XIV
EMPLOYEE SELECTION

1. **Initial Hiring**

   Upon faxed or E-mailed notification by the Authority Human Resources staff, the Union shall expeditiously dispatch the requested classes and numbers of individuals to the Authority's Human Resources office for processing and hiring.

2. **Foreman Selection & Appointment**

   Foreman and General Foreman selection and appointment shall occur from the Journey Carpenter ranks and shall be at the Authority's sole discretion. Selection and appointment is conditioned upon the individual having been a Journey Carpenter with the Authority for at least eighteen months (18) months and having received at least a *"Standards Achieved"* rating on their latest performance evaluation. The Union shall be notified of all such appointments and compensation at the higher rate will begin on the first day that the individual begins to perform the higher level duties. During the period of this MOU, there shall always be at least one (1) General Foreman and one (1) Foreman. Should the number of Journey Carpenters/Apprentices exceed seventeen (17), a second Foreman shall be appointed.

3. **Apprentices**

   The Parties agree that every effort shall be made to recruit Apprentices from the public housing resident and Section 8 population in recognition of the federal requirement that the Authority's work force consist of 25% of these individuals.

ARTICLE XV
STATUS, SENIORTY & LAYOFF

1. Individuals are on probationary status for the first sixty (60) calendar days of their employment and may be discharged during this period without cause and without recourse through the grievance procedure. At the Authority's discretion, workdays missed during this time may be added to the end of the probationary period.

2. Individuals who pass the sixty (60) day probationary period will accrue seniority from their initial hire date.

3. Seniority is defined as the length of continuous paid employment in the Authority's Maintenance Program. Seniority shall be retained, but shall not accrue during unpaid leaves of absence that exceed thirty (30) calendar days in length. Lay-off and re-hire shall be based on accrued seniority in accordance with these provisions.

4. Lay-off notice shall be in writing stating the reason(s) for lay-off. Individuals being laid off will be sent home at the close of business immediately following receipt of the written notice; however, their names will remain active on the payroll for three (3) additional days before being terminated. Final paychecks will be distributed at the time of notice and will include the three (3) additional days pay.

5. In accordance with the above seniority provisions, individuals who are laid off shall have re-hire rights to the class from which they were laid off for a maximum period of twelve (12) months following the employment termination date.

6. The provisions of this article do not distinguish between regular and temporary appointments.

ARTICLE XVI
PERFORMANCE & DISCIPLINE

1. The Authority reserves the right to establish performance standards for all classifications covered by this MOU. Any probationary employee without who does not meet acceptable standards of performance shall be instructed to cease work and return to the Union Hall. That individual shall not be dispatched to the Authority for future jobs. Discharge for cause after sixty (60) calendar days of employment is subject to the grievance procedure.

2. The Authority shall establish reasonable rules and regulations concerning the conduct and performance of individuals covered by this MOU. The Union shall be given prior notice of the establishment of such rules and regulations. The standard Authority *Performance Evaluation Factors*. (Appendix A.)

3. The Authority reserves the right to take appropriate disciplinary action including, the immediate dismissal of individuals for violation of the Rules of Conduct or failure to meet performance standards as outlined in Appendix A . Violation of the Rules of Conduct shall include, but not be limited to possession of intoxicants (including alcohol and drugs) on the Authority's premises; being under the influence of intoxicants (including alcohol and drugs) during working hours; insubordination; theft; falsification of records, including employment records, work records or time cards; gross negligence; dishonesty; fighting or inciting others to fight on Authority premises or during working time; failure to possess a valid California driver's license if required by the job description or uninsurability by the Authority's insurance carrier; unauthorized use of the Authority's property or vehicles; deliberate destruction of any property not belonging to the employee; concealment of defective work; sleeping on the job, failure to report to work for two (2) consecutive work days without notice to the Authority; and excessive tardiness. The Union shall not dispatch to the Authority individuals who have been discharged for cause.

4. The Parties agree to abide by the provisions of Carpenters' 46 Northern California Counties Uniform Substance Abuse Policy.

ARTICLE XVII
EMPLOYEE / EMPLOYER DISPUTE ARBITRATION

All disputes or controversies arising out of, or relating to, an application for employment, employment and/or termination of employment will be settled exclusively by final and binding arbitration before an arbitrator selected by the Parties. By way of example only, such claims include claims under federal, state, and local statutory or common law, such as the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, as amended, including the amendments of the Civil Rights Act of 1991, the Americans with Disabilities Act, California Fair Employment and Housing Act, Family Medical Leave Act, California Family Rights Act, the law of contract, and the law of tort. Each individual covered by this MOU shall sign a letter to abide by this provision.

ARTICLE XVIII
GRIEVANCE PROCEDURE

The following procedures are adopted by the Parties to provide for the orderly and efficient disposition of grievances and are the sole and exclusive procedures for resolving grievances as defined herein.

1. Definition

A grievance shall be defined as any dispute that involves the interpretation, application of, or compliance with this MOU. Grievances that proceed beyond step one of the process may be filed only by the Union. The Parties agree that the grievance procedure and arbitration are the sole remedy for resolving disputes that arise from this MOU.

2. Eligibility

All members of the bargaining unit can use the grievance process as a method to resolve alleged violations of specific provision(s) of this MOU. The process is also available to the Union for the resolution of issues as defined under **Definition** above. The Union shall initiate the grievance process at Step Two.

3. Time Limits

The time limits set forth herein may be extended or waived by mutual agreement of the Parties. Any such agreement must be confirmed in writing. For purposes of time calculation, a "day" is defined as a "working day"; thus, excluding weekends and holidays. Failure by the Authority to respond within the time limits at any level shall be implied as a negative response to the grievance and the Union shall have the right to proceed to the next level. Failure by the Union at any step in the process to adhere to specified time limits shall nullify the grievance and the right to grieve shall be waived and lost.

4. Steps of the Procedure

The grievance procedure is a four-level sequential process. Except for grievances involving multiple employees, all employee-initiated grievances must begin at Step One of the procedure. The step procedures set forth herein may be modified or waived by mutual agreement of the Parties. Any such agreement must be in writing.

A. Step One - Immediate Supervisor

An employee shall first attempt to resolve the alleged violation or dispute with his/her immediate supervisor. Not later than the tenth (10^{th}) working day after an employee knew, or should have known, of the alleged violation, the employee and/or his/her representative shall memorialize in written form the grievance to the employee's immediate supervisor and, thereafter, explain orally the grievance to the employee's immediate supervisor. The supervisor shall memorialize in written form a decision and present it to the employee and/or her/his representative within seven (7) working days of receiving the grievance in written form.

B. Step Two - Human Resources Director

If the alleged violation is not resolved informally with the immediate supervisor, the Union shall submit the grievance on behalf of the represented employee, in writing, to the Human Resources Director within seven (7) working days after receipt of the immediate supervisor's decision. Union initiated grievances shall commence at this step in the process. The Union must file a written grievance with the Human Resources Director within seven (7) working days of the Step One decision. The Human Resources Director or designee shall render a written decision setting forth the Authority's position within ten (10) working days after receipt of grievances at this level.

Skelly hearings involving disciplinary actions occur at this level, but are not subject to the filing time frames contained in these provisions.

C. Step Three - Executive Director

If the response from the Human Resources Director is unsatisfactory to the employee and/or the Union, the Union may elevate the grievance to the Executive Director or designee within seven (7) working days after receipt of the Step Two decision. The Executive Director or designee may convene a grievance meeting within fifteen (15) working days with the Union and one (1) bargaining unit member in addition to the grievant. The Executive Director shall respond to the grievance within fifteen (15) working days of the meeting, or if none is held, within twenty (20) working days of receipt of the appeal from the Step Two response. Grievances alleging improper dismissal must be filed in writing at Step Three, within seven (7) working days after such dismissal.

D. Step Four - Arbitration

If the Union is dissatisfied with the Step Three response, it may appeal by notifying the Executive Director, in writing, within fifteen (15) days of the Step Three decision that arbitration is being invoked. The Parties shall select an arbitrator within fifteen (15) days of receipt of the Unions written notice of its intent to arbitrate.

E. Accelerated Grievance Procedure

In the event there is a dispute regarding the implementation or application of this MOU that immediately affects the Union or a substantial number of its members, and that will result in harm for which monetary relief would be an insufficient remedy, either party may request, and with agreement from the other party, may submit the grievance immediately to the appropriate level agreed to by the Parties thus, bypassing all lower levels. The Union must notify the Authority in writing of its intent to request use of the Accelerated Grievance Procedure within ten (10) working days after the Union knew or should have known of the alleged violation.

F. Arbitration, Arbitrators & Fees

1. The Parties agree that any arbitration decision will be binding on all parties.

2. The arbitrator shall be selected by mutual agreement of the Parties. If the Parties are unable to agree upon an arbitrator, they shall request a list of five (5) arbitrators from the California State Mediation and Conciliation Service. Upon receipt of such list, the Parties shall alternately strike one (1) name from the list until one (1) name remains. The party striking the first name shall be determined by the flip of a coin.

3. Except when an agreement of the facts is submitted by the Parties, it shall be the duty of the arbitrator to hear and consider the evidence submitted by the Parties, make written findings of fact, and render a disposition that shall be final and binding on the Parties. The arbitrator shall have no power to amend this agreement or to recommend amendment.

4. Fees and expenses incurred for the arbitrator shall be borne equally by both Parties. Fees and expenses incurred for a reporter shall be borne solely by the party requesting such service. If both parties agree to the reporter services, the fees and expenses shall be shared equally by the Parties.

ARTICLE IXX
WORK CLOTHING, TOOLS & EQUIPMENT

1. Within fifteen (15) days following initial appointment, the Authority shall provide two (2) sets of the required uniform items that individuals must wear along with their photo ID badges during work hours. Each fiscal year thereafter, the Authority will continue to provide a total of three (3) additional sets of uniform items per employee, to be distributed on or about November 15th and May 15th.

2. The Authority shall provide necessary tools consistent with the CMA. Individuals shall not bring to work, or be requested by the Authority to supply personal power tools or equipment that are identified as being employer provided in the Master Agreement. Should an employee bring such tools to work, it is done so at the employee's peril.

3. Employee provided drill bits, saw blades, specialty hand tools, and other attachments that are either broken, damaged, or that become worn beyond the ability to use, shall be replaced by the Authority twice a year, subject to the General Foreman's discretion that such replacement is warranted and limited to a $2500 total maximum Authority expenditure for all individuals combined in any one fiscal year.

4. The Authority shall provide inclement weather gear when and where conditions dictate.

ARTICLE XX
WAGES & FRINGE BENEFITS

1. The Journey Carpenter total taxable hourly wage exclusive of non-taxable fringe benefits shall be increased in accordance with the following schedule and as detailed in Appendix B.

   January 1, 2002 - 5%

   October 1, 2002 - 5.25%

   October 1, 2003 - Same percentage increase that CCSF negotiates for Carpenters from July 1, 2003 to June 30, 2004. The entire increase shall be applied October 1, 2003.

   October 1, 2004 - Same percentage increase that CCSF negotiates for Carpenters from July 1, 2004 to June 30, 2005. The entire increase shall be applied October 1, 2004.

2. During the period of this MOU, should the Authority in any one year, agree to a taxable hourly wage percentage increase with another Craft/Trade union that exceeds the highest percentage increase for any one (1) year of this agreement, a prospective adjustment will be made to the taxable hourly wage of individuals covered under this MOU to match the percentage increase received by the other Craft/Trade union. The effective date of any such increase shall be the beginning of the pay period immediately following the effective date of the other union's increase.

3. In accordance with the above effective dates, the Foreman taxable hourly wage shall be 10% above the Journey Carpenter taxable hourly wage and the General Foreman taxable hourly wage shall be 30% above the Journey Carpenter taxable hourly wage.

4. The Apprentice wage rates shall be those of *Apprentice Percentage Schedule* in the CMA(s) in effect during the period of this MOU.

5. Fringe benefits shall be those in the CMA(s) that is in effect during the duration of this MOU. Fringe benefit allocations will be paid to the appropriate trust fund and any reallocation or formula changes shall occur only on July 1st of each year of this MOU. The Union will notify the Authority in writing of any such changes and reallocations shall be effective no later than the second pay period following receipt of such notice.

6. Individuals covered by this MOU who are duly certified and trained to perform hazardous material related activities and who are required to perform such activities that involve the wearing of protective equipment, shall be paid one dollar ($1.00) per hour above their normal taxable hourly wage for the actual number of hours spent working in this capacity.

ARTICLE XXI
WORKDAY, WORKWEEK & OVERTIME

This article defines the normal hours of work and overtime provisions and shall not be construed as a guarantee of hours of work per day nor of days of work per week.

1. WORK DAY

The normal workday shall be eight (8) hours between the hours of 8:00 A.M. and 4:30 P.M.

2. WORK WEEK

The normal workweek shall consist of 40 hours of work, Monday through Friday. Consistent with the CMA, four (4) days each year will be selected by the Union as "Designated Off Days". Work performed on "Designated Off Days" shall be subject to the overtime provisions of this MOU. "Designated Off Days" are as follows:

2002: Friday February 15th, Friday May 24th, Friday July 5th, Friday August 30th.

2003: Friday February 14th, Friday May 23rd, Friday August 29th, Friday December 26th.

2004: Friday January 2nd, Friday May 28th, Friday September3rd, Friday December 24th.

2005: To be determined in 2004.

3. SHOW-UP TIME

When an individual has been directed to report to work and there is no work provided by the Authority, he/she shall be paid (4) hours show up time. If after reporting to work, inclement weather results in the inability to perform the required work, the individual shall be entitled to show up time only if they remain on the job site for at least two (2) hours while waiting for the weather to improve. If the supervisor cancels the workday because of inclement weather prior to the two (2) hour mark, individuals shall receive two (2) hours pay. If the individual works at least four (4) hours and inclement weather causes the workday to be cancelled, the individual shall be paid for the actual hours worked.

4. OVERTIME

A. When workload necessitates or emergencies arise, the Authority has the right to request individuals to work more than eight (8) hours. Overtime will be paid according to the following schedule.

Weekdays - In excess of 8 hours, up to 12 hours = Time and one-half (1½x).

Weekdays - In excess of 12 hours = Double Time (2x).

Saturdays & "Designated Off Days" - Up to 8 hours = Time and one-half (1½x), in excess of 8 hrs = Double time (2x).

Sundays & Holidays – Double Time (2x) for all hours worked.

B. Individuals who are working on overtime rates prior to midnight, and who continue to work past midnight, shall be treated as working one continuous day for overtime calculation purposes. Midnight under this scenario will not be considered a new day and the individual shall continue to receive the overtime rate as long as he/she works continuously).

5. HOLIDAYS

Recognized holidays are New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, the Friday following Thanksgiving Day, and Christmas Day. If any of the above holidays fall on a Saturday the preceding Friday shall be observed as the holiday. Holidays that fall on Sunday, the following Monday shall be observed as the holiday. Authority closed and non-workdays for individuals covered by this MOU are Martin Luther King Day, and Veterans Day. Individuals required to work on a closed day will be paid in accordance with holiday overtime rates.

6. MEAL PERIODS

Meal periods are one half (½) hour, do not count as time worked, and are not compensable in any way.

7. CALL BACK

Call back pay shall be a minimum of two (2) hours and subject to the overtime provisions in this MOU, if applicable.

ARTICLE XXII
LEAVES

1. Bereavement Leave

A. Paid leave due to the death of an employee's parent(s), stepparent(s), grandparent(s), parent(s)-in-law, spouse, domestic partner, child, sibling, grandchild, step child, adopted child, legal guardian or any person who is permanently residing in the household of the employee shall not exceed three (3) days and shall be taken within thirty (30) calendar days of the date of death. Two (2) additional working days shall be granted if travel of over seventy-five (75) miles is required as a result of the death.

B. Paid leave due to the death of other relatives shall not exceed one (1) working day and shall be taken within thirty (30) calendar days of the date of death. Two (2) additional working days shall be granted if travel of over seventy-five (75) miles is required as a result of the relative's death.

C. The Authority may require the employee to produce documentation validating the legitimacy of the claim. Failure to produce documentation will invalidate a request for paid bereavement leave.

2. **Witness or Jury Duty Leave**

Paid leave up to a maximum of sixteen (16) working days shall be granted to any individual while going to and from or while serving on jury duty, or answering a subpoena in any case that they are not a litigant. Any jury or witness fee awarded, excluding mileage, shall be deposited with the Authority upon receipt by the individual.

This MOU has been entered into in accordance with the provisions contained in article I, on this 18 day of December 2001 by the following:

SIGNATORIES

Carpenters' Negotiation Team:

Bill Wong, Senior Field Representative

Martin Allen, Journey Carpenter

John Finnegan, Journey Carpenter

Housing Authority Representative:

Paul Howard, Chief Negotiator

ANNUAL AND PROBATIONARY EMPLOYEE PERFORMANCE EVALUATION FORM

PROBATIONARY EMPLOYEE

- ☐ FIRST
- ☐ SECOND

REGULAR EMPLOYEE

- ☐ ANNUAL

NAME (Last First Initial)	SOCIAL SECURITY NUMBER	REPORT DATE
POSITION TITLE		DATE PROBATION ENDS
DEPARTMENT NAME	DIVISION/UNIT	EMPLOYEE'S WORK LOCATION

YOUR WORK PERFORMANCE WILL DETERMINE WHETHER YOU OBTAIN REGULAR EMPLOYMENT STATUS

QUALIFICATION FACTORS	RATINGS ARE INDICATED BY "X" MARKS			
	UNACCEPTABLE	DEVELOPMENT NEEDED	STANDARDS ACHIEVED	OUTSTANDING
1. SKILL-Expertness in doing specific tasks; accuracy; precision, completeness, neatness, quantity.				
2. KNOWLEDGE-Extent of knowledge of methods, materials, tools, equipment, technical expressions and other fundamental object matter.				
3. WORK HABITS - Organization of work; care of equipment, punctuality and dependability; industry; follows good practices of vehicle and personal safety.				
4. RELATIONSHIPS WITH PEOPLE - Ability to get along with others; effectiveness in dealing with the public, other employees, residents, or vendors.				
5. LEARNING ABILITY - Speed and thoroughness in learning procedures, laws, rules and other details; alertness; perseverance.				
ATTITUDE - Enthusiasm for the work; willingness to conform to job requirements and to accept suggestions for work improvement; adaptability.				
7. SUPERVISORY ABILITY *(if applicable)* - Proficiency in training employees and in planning, organizing, assigning and producing work; leadership; ability to communicate orally and in writing, ability to motivate subordinates.				
8. ADMINISTRATIVE ABILITY *(if applicable)* – Prompt action; sound decisions, application of good management practices; understanding and effective implementation of departmental and personnel management polices.				
9. FACTORS NOT LISTED ABOVE (Use additional sheets if more space is needed.)				
OVERALLL RATING - The over-all rating must be consistent with the factor ratings and comments, but there is no prescribed formula for computing the over-all rating.				

COMMENTS TO EMPLOYEE - *(Supervisor should include factual examples on work especially well or poorly done and give suggestions as to how performance can be improved. Factor and overall ratings of unacceptable and overall ratings of outstanding must be substantiated. Use additional sheets if more space is needed).*

Rater discussed report with employee (Must be attempted) ☐ YES ☐ NO

I RECOMMEND YOU BE GRANTED REGULAR EMPLOYMENT STATUS ☐ YES ☐ NO

RATER'S SIGNATURE	TITLE	DATE SIGNED
EMPLOYEE'S SIGNATURE	DATE SIGNED	☐ I would like to discuss this report with the reviewing officer.

REVIEWING OFFICER'S SIGNATURE

- ☐ I concur in the ratings given by the rater.
- ☐ I have made following changes in this report (Use additional sheets if more space is needed).

DATE SIGNED

DATE DISCUSSED WITH EMPLOYEE

DISTRIBUTION COPIES: 1. Personnel Files 2. Employee 3. Supervisor 4. Miscellaneous

I. Instructions for completing employee evaluation form

The ratings are defined as follows:

OUTSTANDING - Performance on the job indicates that qualifications are definitely superior.

STANDARD ACHIEVED – Performance on the job indicates qualifications are thoroughly satisfactory.

DEVELOPMENT NEEDED – Performance on the job indicates qualifications are somewhat inadequate.

UNACCEPTABLE – Performance on the job indicates that qualifications are very inadequate.

Xs can be placed in the center, to the left, or right side of each box to indicate varying degrees of proficiency or needed development.

If an employee's performance is rated Unacceptable, Development Needed, or Outstanding, explain the basis for your rating. When an employee's performance is rated Unacceptable or Development Needed, provide sufficient detail so that the employee understands his/her specific deficiencies.

If an employee's performance is rated Standard Achieved, but there are areas in which the employee needs improvement, describe those areas in sufficient detail, with suggestions for improvement, so that the employee understands what is needed to improve his/her performance.

Comments should be made on any aspect of the employee's performance that has significant influence on his/her effectiveness or that could assist the employee improve his/her performance.

Only qualification factors necessary for success in performing the duties of the position are rated. All factors may not be applicable. Factor 7, Supervisory Ability, and Factor 8, Administrative Ability, are to be used for management and /or supervisory employees only.

II. Employee Discussions

Constructive discussion with an employee regarding his/her performance and progress is an essential element of good supervision. The supervisor should review with the employee problems relating to his/her work, answer his/her questions, explain unit and departmental expectations, and develop a better supervisor-employee understanding of what is expected.

III. Reviewing Official's Responsibilities

1. Ensure uniformity in the application of standards by the Raters under his/her direction.
2. Ensure corrective action if there is any bias in or misapplication of the rating standard.
3. Ensure reports are thoroughly and promptly prepared.
4. Ensure support for Outstanding or Unacceptable rating is specific, substantial, and accurate.
5. Discuss report with Rater or employee when requested, or otherwise appropriate.

Changes in the report are not valid unless the employee is notified.

APPENDIX B

CARPENTERS LOCAL 22 – MAINTENANCE PROGRAM
TAXABLE HOURLY WAGE SCHEDULE EFFECTIVE 12/31/01

Class	Current Taxable Wage	MOU Provision	New Taxable Wage
Carpenter, Apprentice	CMA Apprentice % Schedule	CMA Apprentice % Schedule	
Carpenter, Journey	$32.14	5% increase	$33.75
Carpenter, Foreman	$35.05	10%>Carpenter, Journey	$37.13
Carpenter, Gen. Foreman	$34.95	30%>Carpenter, Journey	$43.88

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO • CALIFORNIA • 94102 • (415) 554-1200

CERTIFICATE

I, **SULULAGI PALEGA, SR.,** duly elected President of the Board of Commissioners of the Housing Authority of the City and County of San Francisco, do hereby certify that the following was adopted at a Regular Meeting of the Commission held on February 14, 2002:

RESOLUTION NO. 5021

RESOLUTION APPROVING RATIFICATION OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE MUNICIPAL EXECUTIVES' ASSOCIATION (MEA) AND THE SAN FRANCISCO HOUSING AUTHORITY

Attached is a true and correct copy of the Resolution as adopted at the said meeting on file and on record as adopted by the following vote of the Members:

FOR ADOPTION:

Sululagi Palega, Sr.
Rev. Edgar E. Boyd
George R. Brown
Betty J. Smith

Absent (Excused):
Julie Lee
Shirley Byrd

AGAINST ADOPTION:

IN TESTIMONY, WHEREOF, I have hereto set my hand and seal of said Authority this date: _____.

_____
Sululagi Palega, Sr., President

RESOLUTION NO. 5021

DATE ADOPTED 2/14/02

RESOLUTION APPROVING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN FRANCISCO HOUSING AUTHORITY AND THE MUNICIPAL EXECUTIVES' ASSOCIATION

WHEREAS, the San Francisco Housing Authority ("Authority") and the Municipal Executives' Association ("MEA") bargaining unit, have concluded negotiations on certain issues related to the compensation and terms and conditions of employment for unit members, pursuant to Government Code Sections 3500 et seq. (Meyers-Milias-Brown Act); and

WHEREAS, the Authority and MEA have agreed that further negotiation or mediation would not improve upon the latest offer presented by the Authority to MEA on January 15, 2002; and

WHEREAS, all costs associated with execution of the aforementioned Memorandum of Understanding will be cost allocated as appropriate and in accordance with Federal Regulations to the various funding sources of the Authority.

NOW, THEREFORE, BE IT RESOLVED THAT, the Board of Commissioners of the Authority hereby authorizes the execution of the Memorandum of Understanding between the Authority and the MEA for the period from October 1, 2001 through September 30, 2005, a copy of which is attached hereto as Exhibit A.

APPROVED AS TO FORM AND LEGALITY:

Carl L. Williams, General Counsel

2-7-02

REVIEWED BY:

2/8/02

Gregg Fortner, Acting Executive Director

EXHIBIT A

MEMORANDUM OF UNDERSTANDING BETWEEN

THE SAN FRANCISCO HOUSING AUTHORITY

AND

SAN FRANCISCO MUNICIPAL EXECUTIVES' ASSOCIATION

OCTOBER 1, 2001 THROUGH SEPTEMBER 30, 2005

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PREAMBLE

This Memorandum of Understanding (hereinafter "MOU") is entered into by the San Francisco Housing Authority (hereinafter "Authority") and the Municipal Executives' Association (hereinafter "MEA"), The Authority and MEA (hereinafter "Parties") mutually acknowledge their commitment and obligation to provide the highest possible quality of service to the clientele of the Authority. In discharging this commitment, the Parties reaffirm their responsibility to deliver service in the most efficient, effective and courteous manner at all times. The Parties agree to comply with all applicable laws, including provisions of the *Meyers-Milias-Brown Act* and all administrative regulations promulgated by the Department of Housing and Urban Development (hereinafter "HUD"), including Authority policies, procedures and practices that are not inconsistent with this MOU.

ARTICLE I

EFFECT AND TERM OF AGREEMENT

It is understood and agreed that the provisions of this MOU shall prevail over Authority practices and procedures and over State laws to the extent permitted by such law, and that in the absence of specific MOU provisions, such practices and procedures are discretionary with the Authority to the extent permitted by State law. In no instance will Authority policies and procedures confer upon covered individuals benefits greater than those specifically provided for under the provisions of this MOU. This MOU is made and entered into as of the 1st day of October 2001, by and between the Parties. The Parties agree to the provisions of the following articles through September 30, 2005.

ARTICLE II

SUPPORT OF AGREEMENT

Except as otherwise provided for herein, the Parties agree to support this MOU for its term and neither will appear before the other to seek change or improvement in any matter subject to the negotiation process, except by mutual agreement of the Parties.

ARTICLE III

SEVERABILITY

If any provision of this MOU is held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. In the event of suspension or invalidation of any article or section of this MOU, the Parties agree to meet and negotiate within sixty (60) days after such determination to arrive at a mutually satisfactory replacement for such article or section.

ARTICLE IV

ZIPPER CLAUSE

This MOU contains the full and entire understanding of the Parties regarding the matters herein and may only be modified in writing upon mutual consent of the Parties. The Parties agree that all past practices, side letters and other understandings between the Parties, not expressly memorialized and incorporated into this MOU, shall no longer be enforceable.

ARTICLE V

REPRESENTATION

V.A. Recognition

1. MEA has been certified by the Authority Commission as the exclusive representative of certain managerial classifications as set forth in this MOU. (Appendix A).

2. Successor classifications resulting from the consolidation or divisions of classes currently represented by MEA shall continue to be subject to this MOU.

V.B. Intent

1. It is the intent of the Parties that the provisions of this MOU shall become binding upon the adoption by the Authority.

2. Pursuant to the provisions of the *Meyers-Milias-Brown Act*, as amended, the Authority agrees to meet and confer with MEA in advance regarding any proposed changes in working conditions within the scope of representation, except as provided elsewhere in this MOU.

V.C. Representatives

1. MEA may select up to three (3) members of the bargaining unit to attend during regular duty or work hours, without loss of compensation, meetings scheduled with the Authority Executive Director or designee, for the purpose of meeting and conferring on matters within the scope of representation that affect the unit, and to participate in discussions, deliberations, and decisions at such meetings.

2. MEA may designate a reasonable number of stewards to represent employees. No more than one (1) steward at a time will receive paid release time for the purpose of individual employee representation.

V.D. Disclosure

The Authority shall furnish monthly to MEA, the name, hire date, salary, classification, and work location of all newly hired/appointed employees subject to this MOU.

ARTICLE VI
MANAGEMENT RIGHTS

1. Except as otherwise provided herein, it is understood and agreed that the Authority retains all of its powers and exclusive rights to organize, direct, manage and control its operations to the fullest extent of the law, including but not limited to, the right to determine its organization; direct the work of its employees; establish the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing these services; establish policies, goals and objectives; determine staffing patterns, including the number and kinds of personnel required; maintain the efficiency of Authority operations; build, move or modify facilities; determine and establish budgetary procedures and allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. Additionally, the Authority retains the right to classify duties, allocate positions to classes, hire, classify, assign, evaluate, promote, discipline and terminate an individual's employment.

2. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Authority, the adoption of policies, rules, procedures, and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this MOU; and then only to the extent such specific and express terms are in conformance with law.

3. The Authority retains its right to amend, modify or suspend policies, procedures and practices referred to in this MOU in cases of emergency as provided in Public Contract Code Section 20654. Any amendment, modification or suspension shall be for a period no longer than the length of the emergency.

ARTICLE VII
NONDISCRIMINATION

1. The Authority agrees not to discriminate against any employee because of membership in MEA or because of any activities on behalf of MEA. In any event, such activities shall not interfere with the normal operations of the Authority.

2. The Parties agree to support the principles of equal employment opportunity and will obey all applicable laws and regulations regarding discrimination against any employee or applicant for employment because of religion, race, color, national origin, age, sex, sexual preference, or disability. The Authority will not, nor will MEA cause the Authority to discharge or otherwise discriminate against any employee based on any of the above categories.

ARTICLE VIII

ASSOCIATION SECURITY

VIII.A. Dues Deductions & Payment

The Authority shall deduct MEA dues bi-weekly from an employee's payroll check upon receipt by the Payroll Unit of a signed form authorizing such deductions by the employee. The Authority shall forward to the designated payee all sums so deducted twice per month with a list of employees paying dues. Such list shall contain the employee's name, classification, department, and the amount deducted.

VIII.B. Dues Cancellation

Dues deductions, once initiated, shall continue until the authorization is revoked in writing by the employee. The Authority shall deliver a copy of such revocation notice to MEA within two (2) weeks of receipt.

VIII.C. Agency Shop

The Parties affirm the principle that harmonious labor/management relations are promoted and furthered when there is the broadest possible MEA membership of employees in the representation unit. To that end, should the City & County of San Francisco (CCSF) and MEA agree, subsequent to the first day of this MOU, to an agency shop arrangement for MEA pursuant to Government Code 3502.5, the Parties shall implement a similar arrangement pursuant to the same provision by the third pay period following the implementation of the agreement between the CCSF and MEA.

ARTICLE IX

LABOR / MANAGEMENT COMMITTEE

The Authority and MEA agree to establish a Labor/Management Committee that will meet three times per year, or more often as mutually agreed to discuss employment conditions. The Committee shall meet on the third Thursday of April, August and December (or, if that day is a holiday, on the next scheduled work day), unless rescheduled. At least five (5) working days prior to the meeting date, both sides should exchange a list of not more than three (3) proposed subjects for discussion. The committee membership shall consist of no more than three (3) Association selected MEA members and three (3) confidential designated members of the Authority.

ARTICLE X

PERFORMANCE EVALUATION

1. At least annually, all individuals covered under this MOU, will be evaluated in writing by their immediate supervisor relative to their work performance. Such evaluation shall occur using the standard Authority *Annual and Probationary Employee Evaluation Form,* in accordance with its accompanying instructions (Appendix B). The process shall include a meeting to discuss the contents of the evaluation.

2. With the exception of individuals occupying at-will positions identified in this MOU, individuals receiving an *Overall Rating* of *Development Needed* shall be re-evaluated in ninety (90) days and if at least a *Standards Achieved* rating is not attained, upon the concurrence of the Reviewing Officer to the report, shall be immediately issued a letter of "Intent to Terminate Employment". Prior to the beginning of the re-evaluation period, affected individuals shall be advised in writing of the performance areas that need improvement to attain a *Standards Achieved* rating. This advisory can be part of the written narrative that accompanies the annual performance evaluation and a topic of discussion during the required meeting. (Reference Step Increases under the Compensation Article)

3. With the exception of individuals occupying at-will positions identified in this MOU, individuals receiving an Overall Rating of *Unacceptable,* upon the concurrence of the Reviewing Officer to the report, shall be immediately issued a letter of "Intent to Terminate Employment". However, an *Unacceptable* performance rating must be preceded by a sixty (60) day advance written notice to the affected individual, from their immediate supervisor that such rating is likely, and detailing the subject areas in which the individual has performed unacceptably.

4. With the exception of individuals occupying at-will positions identified in this MOU, employment terminations under these provisions shall become effective immediately following the completion of the Skelly process with the issuance of written decision to the individual. Such shall be appealable at step 3 of the grievance procedure herein and subject to the binding arbitration provisions of this MOU.

5. Individuals, who receive an *Overall Rating* of *Outstanding,* shall receive appropriate recognition consistent with the Authority "Awards" Policies & Procedures (Appendix C).

ARTICLE XI

EMPLOYEE / EMPLOYER DISPUTE ARBITRATION

1. The Parties agree that expenses associated with final disposition of certain employee/employer disputes can be financially detrimental to the disputing

parties, regardless of which party ultimately prevails. It is with this understanding that MEA while not endorsing the practice, will not contest the Authority seeking a Voluntary Written Agreement with all individuals entering the bargaining unit after March 1, 2002 that provides for all disputes or controversies arising out of, or relating to, an application for employment, employment and/or termination of employment to be settled exclusively by final and binding arbitration before an arbitrator selected by the disputing parties.

2. The Parties agree that the arbitration shall be governed by the remedies standards enunciated by the California Supreme Court in the Armendariz v. Foundation Health Psychcare Services, Inc., 24 Cal. 4th 83 (2000).

3. The Voluntary Written Agreement shall denote that signing the agreement is not a condition of employment. By way of example only, the above referenced disputes include claims under federal, state, and local statutory or common law, such as the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, as amended, including the amendments of the Civil Rights Act of 1991, the Americans with Disabilities Act, California Fair Employment and Housing Act, Family Medical Leave Act, California Family Rights Act, the law of contract, and the law of tort.

ARTICLE XII
GRIEVANCE PROCEDURE

The following procedures are adopted by the Parties to provide for the orderly and efficient disposition of grievances and are the sole and exclusive procedures for resolving grievances as defined herein.

1. Definition

A grievance shall be defined as any dispute that involves the interpretation, application of, or compliance with this MOU. Grievances may be filed only by MEA. The Parties agree that the grievance procedure and arbitration are the sole remedy for resolving disputes that arise from this MOU.

2. Eligibility

All members of the bargaining unit can to use the grievance process as a method to resolve alleged violations of specific provision(s) of this MOU. The process is also available to MEA for the resolution of issues as defined under **Definition** above.

3. Time Limits

The time limits set forth herein may be extended or waived by mutual agreement of the Parties. Any such agreement must be confirmed in writing. For purposes of time calculation, a "day" is defined as a "working

day"; thus, excluding weekends and holidays. Failure by the Authority to respond within the time limits at any level shall be implied as a negative response to the grievance and MEA shall have the right to proceed to the next level. Failure by MEA at any step in the process to adhere to specified time limits shall nullify the grievance and the right to grieve shall be waived and lost.

4. Steps of the Procedure

The grievance procedure is a four-level sequential process. The step procedures set forth herein may be modified or waived in writing by mutual agreement of the Parties.

A. Step One: (Pre-Grievance) - Immediate Supervisor

Prior to a formal grievance being filed by MEA, an employee shall first attempt to resolve the alleged violation or dispute with his/her immediate supervisor. Not later than the tenth (10^{th}) working day after an employee knew, or should have known of the alleged violation, the employee and/or his/her representative shall memorialize in written form the alleged violation or dispute to the employee's immediate supervisor and, thereafter, explain orally the same to the employee's immediate supervisor. The supervisor shall memorialize in written form a decision and present it to the employee and/or her/his representative within seven (7) working days of receiving the grievance in written form.

B. Step Two: (Formal Filing) - Human Resources Director

If the alleged violation is not resolved informally with the immediate supervisor, MEA shall, within its discretion, submit the grievance on behalf of the represented employee, in writing, to the Human Resources Director within seven (7) working days after receipt of the immediate supervisor's decision. MEA must file a written grievance with the Human Resources Director within seven (7) working days of the Step One decision. The Human Resources Director or designee shall render a written decision setting forth the Authority's position within ten (10) working days after receipt of grievances at this level.

Skelly hearings involving disciplinary actions occur at this level, but are not subject to the filing time frames contained in these provisions.

C. Step Three: Executive Director

If the response from the Human Resources Director is unsatisfactory to the employee and/or MEA, MEA may elevate the grievance to the Executive Director or designee within seven (7) working days after receipt of the Step Two decision. The Executive Director or designee may convene a grievance meeting within fifteen (15) working days with MEA and one (1) bargaining unit member, inclusive of the grievant. The Executive Director shall respond

to the grievance within fifteen (15) working days of the meeting, or if none is held, within twenty (20) working days of receipt of the appeal from the Step Two response. Grievances alleging improper dismissal must be filed in writing at Step Three, within seven (7) working days after such dismissal.

D. Step Four: Arbitration

If MEA is dissatisfied with the Step Three response, it may appeal by notifying the Executive Director, in writing, within fifteen (15) days of the Step Three decision that arbitration is being invoked. The Parties shall select an arbitrator within fifteen (15) days of receipt of the MEA's written notice of its intent to arbitrate.

E. Accelerated Grievance Procedure

In the event there is a dispute regarding the implementation or application of this MOU that immediately affects MEA or a substantial number of its members, and that will result in harm for which monetary relief would be an insufficient remedy, either party may request, and with agreement from the other party, submit the grievance immediately to the appropriate level agreed to by the Parties thus, bypassing all lower levels. MEA must notify the Authority in writing of its intent to request use of the Accelerated Grievance Procedure within ten (10) working days after MEA knew, or should have known of the alleged violation.

F. Arbitration, Arbitrators & Fees

1. The Parties agree that any arbitration decision will be binding on all parties.
2. The arbitrator shall be selected by mutual agreement of the Parties. If the Parties are unable to agree upon an arbitrator, they shall request a list of five (5) arbitrators from the California State Mediation and Conciliation Service. Upon receipt of such list, the Parties shall alternately strike one (1) name from the list until one (1) name remains. The party striking the first name shall be determined by the flip of a coin.
3. Except when an agreement of the facts is submitted by the Parties, it shall be the duty of the arbitrator to hear and consider the evidence submitted by the Parties, make written findings of fact, and render a disposition that shall be final and binding on the Parties. The arbitrator shall have no power to amend this agreement or to recommend amendment.
4. Fees and expenses incurred for the arbitrator shall be borne equally by both Parties. Fees and expenses incurred for a reporter shall be borne solely by the Party requesting such service. If both parties agree to the reporter services, the fees and expenses shall be shared equally by the Parties.

ARTICLE XII
EMPLOYMENT CONDITIONS

XIII.A. At-Will Employment

1. Individuals occupying active management classifications, successor classes or newly established classes that are at the same or similar organizational level and with similar levels of duties and responsibilities to those classes listed below, shall serve at-will and at the sole discretion of the Authority Executive Director. As a condition of their employment, at-will employees are required to sign an agreement stating they have received a copy of this policy and that they have read and understand it. A candidate refusing to sign the at-will agreement will not be employed by the Authority. Either party may terminate the at-will employment at any time, with or without notice, unless the discharge is for cause.

2. In the event of suspension without pay or discharge for cause, the affected employee will receive written notice that contains the reason(s) for the action, the charges or materials on which the action is based and an opportunity to respond either orally or in writing to the Executive Director or designee. There shall be no administrative appeal beyond the Executive Director.

XIII.B. At-Will Classes

Administrator of Customer Service

Administrator of Housing Development

Administrator of Leased Housing

Administrator of Modernization & Construction

Deputy Administrator of Social Services

Director of Administrative Services

Director of Central Services

Director of Computer Learning Centers

Director of Management Information Systems

Director of Purchasing & Contracting

Director of Occupational Safety & Health

Financial Advisor

General Manager, Family Sweep

General Manager, Senior Sweep

Grants Manager

Program Manager I, II, III

Public Information Officer

XIII.C. **Designation Changes**

The Parties agree that the Finance Director and Budget Manager classes be removed from the MEA bargaining unit and designated "Confidential".

XIII.D. **Probationary Periods**

1. The probationary period for all newly hired and promoted, (including first supervisory position), non-at-will employees shall be six (6) months. This includes promotions into the bargaining unit from other non-MEA represented employment.

2. An individual who is rehired or voluntarily accepts a position that is substantially different in knowledge, skills, and abilities than the employee's previous position shall serve a six (6) month probationary period.

3. The Authority may, at its sole discretion, extend the probationary period as deemed necessary for up to two (2) additional, consecutive three (3) month periods. The Authority must notify the employee of its intention to extend his/her probationary period with a statement of the reason(s) why prior to the ending date of the employee's current probationary period. Failure to notify the employee that his/her probationary period is being extended shall result in the employee having passed probation.

4. The Authority shall make a good faith effort to return an employee who does not pass his/her probationary period to their previous position, if that position is available, or to place the employee in another available position comparable to the one previously held, provided the employee has the knowledge, skills, and abilities to perform the duties of that position. If there are no such positions available, the employee will be terminated from employment. Such placement attempts shall not apply to new hires or employees who are promoted from outside MEA bargaining unit.

XIII.E. **Safety & Security**

1. The Association and the Authority agree that it is in the best interests to all concerned to provide a safe, secure, and healthy working environment. The Authority and MEA unit employees agree to abide by the safety standards established by the State Department of Industrial Relations and pursuant to the Occupational Safety and Health Act.

2. To assure that health and safety hazards are handled on a timely basis, the following procedures shall be used to address potential

hazards: (1) employees shall report health or safety hazards to their immediate supervisor; (2) if the immediate supervisor is unable to abate the hazard, the matter shall be referred to the Authority's Director of Occupational Safety & Health who will meet with the employee and immediate supervisor regarding the matter; (3) if the matter cannot be resolved by the Authority's Occupational Safety & Health Director, it will be referred to that individual's immediate superior.

XIII.F. **Alternate Work Schedule**

1. Where operationally feasible (given the need for adequate staffing in units that require direct service to residents or the public), and at the request of the employee, the Authority shall extend the opportunity to work nine (9) days in a two week period (9/80) with the following hours:

   Eight (8) days at nine hours, one (1) day at eight (8) hours and one (1) day off. Holidays falling on a regularly scheduled day off result in the employee being paid for nine (9) hours that day and having to take a different day off within the same or next pay period. Sick leave and vacation are to be used in either nine (9) or eight (8) hour increments, whichever is appropriate for that given day. The employee shall work the required hours within the Authority's recognized hours of operation (Monday to Friday from 7:00 a.m. to 6:30 p.m., excluding at least one-half hour for lunch). Supervisors will cooperate with the employee to establish mutually agreeable starting and ending times. It shall be the supervisor's decision on whether to allow an employee to work a 9/80 work schedule. The employee may appeal the supervisor's decision to the next level manager whose decision shall be final.

2 Once an employee has been approved to work a 9/80 work schedule, he/she must remain on this schedule until he/she provides the supervisor with a two (2) week advance written notice of his/her desire to no longer work that shift.

ARTICLE XIV

PERSONNEL FILES

1. Only one official personnel file shall be maintained on any given employee.

2. Each employee shall have the right to review the contents of her/his personnel file with reasonable advance notice of such request. Nothing may be removed from the file by the employee, but copies of the contents shall be provided upon request.

3. With the written permission of the employee, a representative of the Association may review the employee's personnel file and obtain

copies upon request. Materials that have been provided to the Authority in a confidential manner in accordance with applicable public law are not subject to review.

4. Written materials or drafts of written materials that have a negative impact on the employee that are to be placed in their file, shall bear the employee's signature or verification that the employee received a copy. The employee or designated representative shall be allowed to attach a response to any and all materials of a negative nature within thirty (30) calendar days of the receipt.

5. With the approval of her/his supervisor, and with Human Resources Director or designee concurrence, the employee may include material relevant to her/his performance of assigned duties in the file.

6. All disciplinary actions including letters of reprimand will remain active in the employee's personnel file for twenty-four (24) months following the date of the underlying incident. Previous disciplinary actions/correspondence older than 24 months will not be used in support of new disciplinary action against an employee. All disciplinary actions/correspondence shall physically remain in the employee's file indefinitely; however, after 24 months following the date of the incident, an employee may in writing, petition the Human Resources Director for its physical removal.

ARTICLE XV
COMPENSATION

XV.A. Salaries

1. The parties recognize that in recent years MEA represented classes have not received compensation adjustments equivalent to those received by other non-craft classifications. Therefore, effective October 1, 2002, and for the duration of this MOU, the classifications covered under this MOU shall receive the same "total compensation" percentage increase, exclusive of any "special adjustments" afforded to non-craft represented classifications in the Authority. Such adjustments shall be effective the same dates as those for the non-craft represented classifications.

2. MEA shall be notified by the Authority within ten (10) days following ratification of the MOU that triggers these provisions. Should MEA desire to improve upon the adjustments afforded under these provisions, it must notify the Authority in writing within thirty (30) days following the ratification date by the Board of Commissioners of the MOU authorizing the other increases, that it desires to meet and confer for the sole purpose of discussing further compensation adjustments. Failure to exercise this one

time opportunity within the required time frame shall cause MEA to forfeit its right to negotiate further adjustments for the remaining period of this MOU.

XV.B. Annual Step Increases

Annual step increases will be granted only to employees who receive an overall annual performance appraisal rating of at least *standards achieved.* Individuals who receive a below *standards achieved* rating will be re-evaluated in accordance with the performance evaluation provisions of this MOU and if a *standards achieved* or better rating occurs, a step increase will be granted effective the date of the second appraisal. Should performance evaluations fail to be completed within two weeks following an employee's anniversary date, or the reevaluation due date, a *standards achieved* rating will be presumed and the step increase will occur automatically on the appropriate date.

XV.C. Acting Assignments

1. An employee, who temporarily performs the *majority* of a higher class duties for a period of ten (10) or more consecutive days shall be compensated from the first day of the assignment at either seven and one-half percent (7.5 %) above her/his current salary step or at the first salary step of the higher classification, whichever is greater.

2. At the sole discretion of the Authority, it may compensate an employee who performs the *majority* of a higher class duties for fewer than (10) consecutive days, at seven and one-half percent (7.5%) above his/her current salary or at the first salary step of the higher classification, whichever is greater.

ARTICLE XVI

RETIREMENT

1. Effective March 1, 2002, the Authority shall pay the full portion of the individual's mandatory CalPERS contribution.

2. The Authority shall adopt and place on file with CalPERS by April 1 2002, a resolution providing for the inclusion of retirement contributions as part of the "highest final one year compensation" calculation performed by CalPERS in determining retirement benefits, in addition to any other resolutions or documents required by CalPERS to implement these provisions.

3. The Parties will work together through the Labor/Management Committee to develop a 401a pension plan by April 1, 2003 or earlier as agreed by the Parties.

ARTICLE XVII

HEALTH, DENTAL & VISION

1. Effective March 1, 2002, the Authority shall pay 100% of the medical plan premium for each individual covered under this MOU, capped at the cost of the Kaiser North "Family Plan". Individuals currently enrolled in medical plans with premium costs that exceed the above dollar cap shall continue with the existing arrangement whereby the Authority pays 80% of the monthly plan premium or the cost of the Kaiser North "Family Plan" premium, whichever is greater. These provisions will remain in effect only until the implementation of the "cafeteria" style benefits plan and the amount of Authority contributions to that plan is negotiated with MEA. Individuals entering the bargaining unit after March 1, 2002 will be subject to the Kaiser "Family Plan" payment cap.

2. The Authority will continue to pay 100% of the dental and vision care premiums for each individual covered under this MOU. These provisions will remain in effect only until the implementation of the "cafeteria style" benefits plan and the amount of Authority contributions to that plan is negotiated with MEA.

3. The Authority shall no later than July 1, 2002 request an actuarial evaluation from CalPERS on the cost to increase the Authority's contribution to retirees' medical plan premiums. The costs associated with increasing Authority contributions to retirees' medical plan premiums are regarded as an item of "total compensation" as discussed in the Compensation article of this MOU.

4. The Parties will work together through the Labor/Management Committee to develop and implement a "cafeteria" style benefits plan under the provision of Internal Revenue Code 125 by April 1, 2003 or earlier as agreed by the Parties.

ARTICLE XVIII

VACATION, LEAVES, HOLIDAYS & SEVERANCE PAY

XVIII.A. Vacation & Management Time Off (MTO)

1. Vacation will accrue based on the following service schedule, proportionate to his/her time base. Accumulation will be capped at 400 hours for all individuals:

1 - 36 months	-	100 hours annually
37 - 96 months	-	140 hours annually
97 - 228 months	-	180 hours annually
Over 228 months	-	220 hours annually

2. Effective each October 1st of this MOU, individuals with a regular or term appointment will be credited eighty (80) hours of MTO proportionate to his/her time base, (e.g. 1/2 time employees receive 40 hours MTO). MTO shall be granted and available for use upon appointment to a class covered under this MOU.

3. Individuals with temporary appointments are not eligible for MTO. Individuals entering the bargaining unit in an "acting" capacity must serve a minimum of ninety (90) calendar days in the acting assignment before accruing MTO. Assignment termination that causes departure from the bargaining unit cancels all accumulated MTO effective the assignment termination date, unless the departure is to a class designated "confidential".

4. From October 1, 2001, through September 30, 2002, MTO accumulation is capped at 160 hours. Thereafter, accumulation is capped at 120 hours maximum at any given time.

5. Requests to use MTO must be made to and approved in advance by the individual's supervisor and are subject to the Authority's policies and procedures that apply to the use and approval of annual leave.

6. Individuals currently occupying positions in the Maintenance Duty Officer classification shall receive overtime pay pursuant to previous election and shall not be entitled to MTO. New appointees to the class shall receive MTO and shall not be eligible for overtime payment.

XVIII.B. Sick Leave

Sick leave shall accrue based on the following service schedule, proportionate to the individual's time base with unlimited accrual. Except under the provisions described below, sick leave has no cash value and cannot be "cashed out" under any circumstances. Except under the election provisions described below, upon retirement, unused sick leave shall be reported to CalPERS for conversion to "service credit". Individuals employed prior to October 1984 shall continue to be eligible for the "Percentage Cash Out" provisions upon retirement as provided for under previous Authority policies; however, upon retirement individuals must elect either to exercise the "Service Credit" option or the "Cash Out" option. The options cannot be exercised in conjunction with one another. Election of the "Cash Out" option shall cause unused sick leave balance to remain capped at 1040 hours.

1 – 119 months - 104 hours annually

120 plus months - 120 hours annually

XVIII.C. Bereavement Leave

1. Paid leave due to the death of an employee's parent(s), stepparent(s), grandparent(s), parent(s)-in-law, spouse, domestic partner, child, sibling, grandchild, step child, adopted child, legal guardian or any person who is permanently residing in the household of the employee shall not exceed three (3) days and shall be taken within thirty (30) calendar days after the date of death. Two (2) additional working days shall be granted if travel of over seventy-five (75) miles is required as a result of death.

2. Paid leave due to the death of other relatives shall not exceed one (1) working day. Two (2) additional working days shall be granted if travel of over seventy-five (75) miles is required as a result of the relative's death.

3. The Authority may require the employee to produce documentation validating the legitimacy of the claim. Failure to produce documentation will invalidate a request for paid bereavement leave.

XVIII.D. Witness or Jury Duty Leave

Paid leave shall be granted to any employee while going to and from court and serving on jury duty or answering a subpoena in any case that they are not a litigant. Any jury or witness fee awarded, excluding mileage, shall be deposited with the Authority.

XVIII.E. Voting Leave

An employee shall be allowed to leave, with pay, for up to two (2) hours at the beginning or end of the workshift on a recognized state or national Election Day to vote.

XVIII.F. Personal Emergencies

If a personal emergency makes it necessary for an employee to leave before the end of the working day, the employee should ask her/his immediate supervisor for permission to be absent and permission shall not be unreasonably denied.

XVIII.G. Holidays

1. Except when normal operations require, or in an emergency, employees shall not be required to work on the following days hereby declared to be holidays for such employees:

   January 1 (New Year's Day); third Monday in January (Martin Luther King, JR's Birthday); February 12 (Lincoln's Birthday); third Monday in February (President's Day); last Monday in May (Memorial Day); July 4 (Independence Day); first Monday in September (Labor Day);

September 9 (Admissions Day); November 11 (Veteran's Day); Thanksgiving Day; the day after Thanksgiving; December 25 (Christmas Day).

2. Additionally, any day declared a holiday by proclamation of the Mayor of San Francisco, after such day has been declared a holiday by the Governor of the State or the President of the United States, will be officially recognized. When an employee is required to work on an observed holiday under the above provisions, they will be entitled to one paid day off at a future date.

3. Until the below provisions become effective, each individual will be credited with two (2) floating holidays effective October 1st of each fiscal year. New employees will be credited with both days after the completion of thirty (30) calendar days of work unless he/she are hired after September 1st of the fiscal year. Floating holidays must be used within the fiscal year accrued or they will be lost.

4. The Parties agree that effective October 1, 2002, individuals covered under this MOU shall no longer receive "floating holidays" and the annual leave accrual schedules shall be adjusted in accordance with those contained in this article.

XVIII.H. Severance Pay

Except for at-will employees, individuals whose employment is terminated for any reason other than cause, will be placed on paid administrative leave with full leave accruals and benefits retention for the periods prescribed below in exchange for a release signed by the employee and MEA of any and all claims arising under this MOU that the employee or MEA may have against the Authority, including any officer or employee thereof. Failure to exercise the release nullifies these leave provisions.

Fewer than ten (10) years of service - One (1) month.

More than ten (10) years of service - Two (2) months.

ARTICLE XIX

CLASSIFICATION AND SALARY STUDY

1. The Authority shall retain the services of an "outside consultant" agreed to by the Parties to perform a classification and compensation study at a maximum cost of $25,000 to the Authority. The study shall be completed by June 30, 2003 unless agreed differently by the Parties, and shall be conducted in accordance with Authority Classification & Compensation Policies.

2. Positions found to be overclassified or class salaries found to be upwardly misaligned will be corrected and "Y" rate provisions will be applied in accordance with Authority Policies and Procedures.

3. Positions found to be underclassified or class salaries found to be downwardly misaligned will be corrected either through proper reclassification action or through a salary schedule realignment.

4. The implementation of these provisions shall be subject to the meet and confer process.

ARTICLE XX

EDUCATION & PROFESSIONAL DEVELOPMENT

Education and professional development costs shall be subject to the Authority's "Education and Career Development" Policies and Procedures.

SIGNATURE PAGE

This agreement has been entered into in accordance with the provisions contained in Article I of this MOU on the _____ day of February 2002 by the following:

MEA Negotiation Team:

_____

Cynthia Black,
Section 8 Examinations Supervisor

_____

Richard McGuire,
Senior Industrial Hygienist

_____

William Hong,
Management Analyst

_____

Raymond R. Sullivan,
Management Representative

Housing Authority Representatives:

_____

Paul Howard,
Chief Negotiator

_____

Donna Martin,
Investigator

1999-2002 MEA CLASSIFICATION SALARY SCHEDULES

APPENDIX A

CLASSIFICATION	Union	10/01/99	10/01/99 BW	10/01/99 BW	12/26/99	12/26/99 BW	12/26/99 BW	BENCHMARK
Accounting Manager	MEA	67.30	2435	2960				CCSF 1658 Chief Accountant
Administrator of Customer Service	MEA	75.70	3668	4458				CCSF 5185 General Manager, Hetch Hetchy Project
Administrator of Housing Development	MEA	74.40	3446	4188				CCSF 5125 Bureau Manager
Administrator of Leased Housing	MEA	73.65	3320	4036				20% below CCSF 2974, General Manager DSS
Administrator of Mod & Construction	MEA	74.40	3446	4188				CCSF 5125 Bureau Manager
Asst. General Manager, Family Sweep	MEA	70.80	2890	3513				5% below General Manager, Family Sweep
Budget Analyst I	MEA	61.45	1831	2226				CCSF 1822 Administrative Analyst
Budget Analyst II	MEA	64.15	2089	2539				CCSF 1823 Senior Administrative Analyst
Budget Manager	MEA	67.35	2442	2969				CCSF 1824 Principal Administrative Analyst
Certified Paralegal	MEA	65.20	2199	2672				CCSF 8147 Senior District Attorney's Investigator
Construction Services Manager	MEA	71.00	2918	3547				CCSF 5138 Program Manager I
Deputy Administrator, Social Services	MEA	68.40	2571	3126				CCSF 2969 Social Services Program Manager
DHS-SFHA Liaison	MEA	68.45	2577	3132				
Director of Central Services	MEA	73.70	3327	4044				10% above SFHA Manager of Central Maintenance
Director of Computer Learning Centers	MEA	67.90	2507	3047				5% above CCSF 9775 Sr. Community Dev. Specialist II
Director of Finance	MEA	74.90	3527	4286				15% below CCSF 2974 General Manager., DSS
Director of MIS	MEA	71.10	2933	3566				CCSF 1071 IS Manager (Steps 1 to 5)
Director of Purchasing & Contracting	MEA	69.60	2726	3313				CCSF A919 Construction Contract Administrator
Director, Occupational Safety & Health	MEA	65.30	2209	2685				10% below CCSF 6130 Safety Analyst
District Customer Service Director	MEA	66.45	2337	2841				CCSF 9250 Airport Maintenance Supervisor
Domestic Violence/Crisis Int. Officer	MEA	61.85	1867	2269				CCSF 2914 Social Worker Supervisor
Economic Development Manager	MEA	64.55	2130	2589				CCSF 9706 Employment & Training Specialist III
Executive Secretary	MEA	61.35	1823	2215				CCSF 1454 Executive Secretary III
Finance Administrative Secretary	MEA	61.35	1823	2215				CCSF 1574 Executive Secretary to the Controller
Financial Advisor	MEA	72.30	3108	3777				CCSF 1673 Accounting Operations Manager
General Manager, Family Sweep	MEA	71.85	3041	3696				5% above SFHA Plumber Foreman (1-7 non-tax $1)
General Manager, Senior Sweep	MEA	71.85	3041	3696				5% above SFHA Plumber Foreman (1-7 non-tax $1)
Grants Manager	MEA	69.75	2745	3337				15% above CCSF 9775 Sr. Community Dev Specialist II
HOPE VI Program Manager	MEA	63.35	2009	2442				CCSF 9774 Sr. Community Development Specialsit
Intergovernmental Affairs Specialist	MEA	64.05	2079	2527				CCSF 5410 Intergovernmental Affairs Specialist
Inventory Control Supervisor	MEA	58.50	1588	1927				5% below CCSF 1937 Supervising Parts Storekeeper
IS Engineer, Journey-Level	MEA	66.85	2383	2896				CCSF 1042 IS Engineer - Journey
Junior Management Analyst	MEA	61.45	1831	2226				CCSF 1822 Admin Anlyst/SFHA Bdgt. Anlyst I
Leased Housing Auditor	MEA	68.30	2557	3108				CCSF 1688 Chief Auditor
Litigation Secretary	MEA	59.35	1654	2009				CCSF 1458 Legal Secretary I
Maintenance Duty Officer	MEA	61..20	1809	2199				22.55% below CCSF 6331 Building Inspector
Maintenance Superintendent	MEA	66.75	2371	2882				5% above Carpenter Foreman (taxable)
Management Analyst	MEA	64.15	2089	2539				CCSF 1823 Senior Admin. Anlyst/SFHA Bdgt.Analyst II
Management Assistant	MEA	59.75	1686	2048				25% below SFHA Management Analyst/Bdgt. Analyst II
Manager of Inspection and Scheduling	MEA	71.10	2933	3566				2% above SFHA Plumber Foreman (8-22 taxable $1)
Manager of OIH	MEA	69.90	2764	3359				CCSF 6141 Manager, Office of Health & Safety
Manager of Vacates and HQS	MEA	71.30	2960	3597				3% above SFHA Plumber Foreman (8-22 taxable $1)
Materials Control Officer	MEA	63.45	2019	2454				CCSF 1956 Senior Purchaser
Materials Man	MEA	67.35	2442	2969				CCSF 1944 Materials Coordinator

1999-2002 MEA CLASSIFICATION SALARY SCHEDULES

APPENDIX A

CLASSIFICATION	Union	10/01/99	10/01/99 BW	10/01/99 BW	12/26/99	12/26/99 BW	12/26/99 BW	BENCHMARK
Accounting Manager	MEA	67.30	2435	2960				CCSF 1658 Chief Accountant
Ombudsperson	MEA	59.45	1662	2019				15% below CCSF 8124 Investigator
Outreach Officer	MEA	51.85	1155	1398				10% above CCSF 1402 Junior Clerk
Principal Business Analyst	MEA	68.35	2564	3117				CCSF 1054 IS Principal Business Analyst
Program Manager I	MEA	66.45	2337	2841				14% below Program Manager II
Program Manager II	MEA	69.10	2660	3234				15% below Program Manager III
Program Manager III *	MEA	71.95	3056	3714				20% below Admnistrator, Customer Service
Program Specialist I **	MEA	57.95	1547	1876				12.5% below Program Specialist II ** temporarily schedule 52.65
Program Specialist II	MEA	60.35	1736	2110				11.3% below Program Supervisor
Program Supervisor	MEA	62.55	1932	2348				21% below Program Manager I
Project Manager	MEA	64.25	2099	2551				CCSF 5291 Planner III
Resident Management Officer	MEA	60.35	1736	2110				CCSF 9772 Community Development Specialist
Resident Self-Sufficiency Coordinator	MEA	64.85	2161	2627				10% below SFHA Special Programs Manager
Senior Payroll Specialist	MEA	59.75	1626	2048				Internal w/ Management Asst. & HR Technician
Senior Project Manager	MEA	67.75	2490	3027				CCSF 5293 Planner IV
Special Programs Manager - Section 8	MEA	67.75	2490	3027				25% below SFHA Administrator of Leased Housing
Supervising Accountant	MEA	62.65	1941	2360				CCSF 1656 Head Accountant
Supervisor of Examinations	MEA	67.75	2490	3027				25% below SFHA Director of Leased Housing
Supervisor of Finance	MEA	67.75	2490	3027				25% below SFHA Director of Leased Housing
Supervisor of Inspections	MEA	67.75	2490	3027				25% below SFHA Director of Leased Housing
Support Services Manager	MEA	63.45	2019	2454				CCSF 1956 Senior Purchaser
Systems Administrator	MEA	69.40	2700	3282				5% below CCSF 1044 Principal Engineer

ANNUAL AND PROBATIONARY EMPLOYEE PERFORMANCE EVALUATION FORM

PROBATIONARY EMPLOYEE

- ☐ FIRST
- ☐ SECOND

REGULAR EMPLOYEE

- ☐ ANNUAL

NAME (Last First Initial)	SOCIAL SECURITY NUMBER	REPORT DATE
POSITION TITLE		DATE PROBATION ENDS
DEPARTMENT NAME	DIVISION/UNIT	EMPLOYEE'S WORK LOCATION

YOUR WORK PERFORMANCE WILL DETERMINE WHETHER YOU OBTAIN REGULAR EMPLOYMENT STATUS

QUALIFICATION FACTORS	RATINGS ARE INDICATED BY "X" MARKS			
	UNACCEPTABLE	DEVELOPMENT NEEDED	STANDARDS ACHIEVED	OUTSTANDING
1. SKILL-Expertness in doing specific tasks; accuracy; precision, completeness, neatness, quantity.				
2. KNOWLEDGE-Extent of knowledge of methods, materials, tools, equipment, technical expressions and other fundamental object matter.				
3. WORK HABITS - Organization of work; care of equipment, punctuality and dependability; industry; follows good practices of vehicle and personal safety.				
4. RELATIONSHIPS WITH PEOPLE - Ability to get along with others; effectiveness in dealing with the public, other employees, residents, or vendors.				
5. LEARNING ABILITY - Speed and thoroughness in learning procedures, laws, rules and other details; alertness; perseverance.				
6. ATTITUDE - Enthusiasm for the work; willingness to conform to job requirements and to accept suggestions for work improvement; adaptability.				
7. SUPERVISORY ABILITY *(if applicable)* - Proficiency in training employees and in planning, organizing, assigning and producing work; leadership; ability to communicate orally and in writing, ability to motivate subordinates.				
8. ADMINISTRATIVE ABILITY *(if applicable)* – Prompt action; sound decisions, application of good management practices; understanding and effective implementation of departmental and personnel management polices.				
9. FACTORS NOT LISTED ABOVE (Use additional sheets if more space is needed.)				
OVERALLL RATING - The over-all rating must be consistent with the factor ratings and comments, but there is no prescribed formula for computing the over-all rating.				

COMMENTS TO EMPLOYEE - *(Supervisor should include factual examples on work especially well or poorly done and give suggestions as to how performance can be improved. Factor and overall ratings of unacceptable and overall ratings of outstanding must be substantiated. Use additional sheets if more space is needed).*

Rater discussed report with employee (Must be attempted) ☐ YES ☐ NO

I RECOMMEND YOU BE GRANTED REGULAR EMPLOYMENT STATUS ☐ YES ☐ NO

RATER'S SIGNATURE	TITLE	DATE SIGNED
EMPLOYEE'S SIGNATURE	DATE SIGNED	☐ I would like to discuss this report with the reviewing officer.

REVIEWING OFFICER'S SIGNATURE	DATE SIGNED	DATE DISCUSSED WITH EMPLOYEE
☐ I concur in the ratings given by the rater. ☐ I have made following changes in this report (Use additional sheets if more space is needed).		

DISTRIBUTION COPIES: 1. Personnel Files 2. Employee 3. Supervisor 4. Miscellaneous

SAN FRANCISCO HOUSING AUTHORITY

Personnel Policies, Rules and Procedures

AWARDS

POLICY

The Authority recognizes superior employee performance and accomplishments through the use of appropriate awards including monetary and non-monetary awards. Supervisors at all levels are responsible for encouraging and motivating employees and soliciting suggestions to improve work processes and service.

Adopted by Resolution Number 4989, 7/12/01

RULES AND PROCEDURES

A. NON-MONETARY AWARDS

1. INFORMAL RECOGNITION

Informal recognition from a supervisor in the form of verbal praise and a simple "thank you" is always appropriate. In addition, employees may be given non-monetary recognition such as letters of appreciation, certificates and plaques.

2. TIME OFF AWARDS

This award is time off with pay without charge to leave and is granted to recognize superior accomplishments or other personal efforts that contribute to the quality, efficiency or economy of the Authority's operations or services.

Time off awards are granted in increments of whole workdays only. Depending on an employee's approved work schedule, a workday could be longer than 8 hours.

Supervisors above the first level may approve time off awards of one (1) workday, not to exceed a total of three (3) workdays in a fiscal year. An Administrator or Director or equivalent must approve periods beyond one workday at a time or more than three workdays in a fiscal year. Directors may approve up to three workdays for a single achievement; Administrators may approve up to a maximum of ten (10) days per fiscal year for one or more achievements. No single employee will receive more than a total of ten (10) workdays in a fiscal year without the prior written approval of the Executive Director or designee. Once approved, a time off award may be used at any time that is mutually agreeable between the employee and supervisor. However, time off awards must be used within 12 months of the date the award is approved or the award will be forfeited. Time off awards must be used in increments of full workdays only and cannot be converted to cash payments. Timekeepers will show the use of a time off award on the timecard by

indicating the employee was on duty for the workday and annotating the remark section of the timecard to show the use of this award.

B. MONETARY AWARDS

Monetary awards may be used to recognize and demonstrate appreciation of overall employee performance, one-time or short-term performance or achievements, or sustained accomplishments which contribute to the efficiency and economy of the Authority or improved service to residents and customers. Administrators and Directors (or equivalent) are authorized to grant the following types of monetary awards:

- Performance Awards
- Superior Accomplishment/Special Act Awards
- On-the-Spot Awards including Sick Leave Conservation awards

In selecting the appropriate type of award, supervisors should determine if the superior performance is within the employee's assigned duties or clearly exceeds the standards for the position. Awards should be granted only when the employee's contributions clearly exceed the standards for the position. An additional consideration is whether or not the acts or accomplishments were sustained over an extended period or a one-time event. An employee cannot receive more than one form of monetary recognition for the same act or contribution. No monetary award is automatic and no employee is entitled to an award. An annual Performance Summary rating of Unacceptable or Development Needed or any poor or unsatisfactory performance during the appraisal period will make the employee ineligible for any type of monetary award. Employees who commit acts of misconduct for which they are formally disciplined are also ineligible for monetary awards provided the disciplinary action(s) were in the previous 12 months. Employees will not be informed they are under consideration for any type of monetary award until the appropriate official has approved the award. Each award must be considered on its merits and requires a specific recommendation of the supervisor to the Director or Administrator (or equivalent). The decision of the Administrator or equivalent is final. Temporary employees are not eligible for monetary awards. Non selection for a monetary award or the type or amount of the award are not grievable issues.

C. PERFORMANCE AWARDS

Performance awards are a monetary bonus to employees who substantially and consistently perform in an exemplary manner. Performance awards are based on the employee's annual performance rating and are determined at the time the annual performance appraisal is completed. This award is paid in a lump sum or by granting an additional step increase within the existing schedule. An employee must have a Performance Summary Rating of Outstanding to be eligible for a performance award. Performance awards are intended to provide a means to financially reward an employee whose performance over a rating period substantially exceeds the established standards as documented on the employee's annual performance appraisal.

The amount of the performance award will not exceed five (5) percent of the employee's annual salary. Generally, percentages nearing 5% will be based on clearly documented superior performance and the top rating level. A special step increase may also be granted provided the employee is below step 5. Granting a step increase as an award does not change the employee's anniversary date.

Directors or equivalent (with the concurrence of their Administrator) may approve awards up to 2% of an employee's annual pay while Administrators or equivalent (with the concurrence of the Executive Director or designee) may approve up to 5% of an employee's annual pay or a step increase. The Executive Director or designee must approve awards for Administrators or equivalent.

D. SUPERIOR ACCOMPLISHMENT/SPECIAL ACT AWARDS

These awards are paid in a lump sum to recognize exemplary performance that benefits one or more elements, organizations or operations of the Authority. These awards may be granted at any time and will recognize achievements that do not necessarily coincide with a performance rating period. These awards are not based on the employee's annual performance appraisal.

The amount of these awards may range from $250 to $1000. The Executive Director or designee may grant awards up to $2000 in exceptional cases. In determining the award amount, the nominating and approving supervisors/managers must assess the extent of the application of the employee's achievement, i.e., how broadly the employee's achievement applies within the Authority, and the value of the benefit, i.e., whether the change or performance was small or substantial. For example, an act that affects only one unit in a department and changes or modifies only an internal process or procedure could justify an award at the lower end of the range while an act that affects the entire Authority and establishes an entirely new process or procedure or affects several organizations, districts or developments may justify an award at the upper end of the range. Directors or equivalent may approve awards up to $500 and Administrators or equivalent may approve awards up to $1000. The Executive Director or designee must approve awards for Administrators or equivalent and awards over $1000.

E. ON-THE-SPOT AWARDS

This award is intended to provide rapid feedback and recognition to employees who make an extra effort, either one-time or short-term, to perform their duties in an exemplary manner, especially if the extra effort might otherwise go unrecognized. This type of award should not be a substitute for a higher level award when that is more appropriate. Spot awards are intended to require only a simple justification and will be paid to the employee within a short time after the achievement being recognized.

Spot awards may range from $50 to $250, depending on the nature and duration of the performance being recognized. Spot awards are appropriate to recognize employees who enhance the productivity of the Authority and its ability to provide services to clients by conserving sick leave. Employees who use no more than sixteen (16) hours of sick leave on an annual basis (October 1 through September 30) will receive a spot award of $150. This award is not intended to penalize employees who must use sick leave but to reward employees who

prudently schedule medical appointments during non-work hours and maintain their health and welfare.

Administrators, Directors or equivalent may approve up to $250. If any single employee receives more than $500 in a 12 month period, in Spot or Superior Accomplishment/Special Act Awards, the award that results in the total exceeding $500 must be approved by the appropriate Administrator.

F. EMPLOYEE OF THE QUARTER/EMPLOYEE OF THE YEAR

Each Administrator or equivalent may have an employee of the quarter program to provide appropriate honorary recognition to an employee whose contributions went above and beyond expectations during the previous quarter. Administrators wishing to have an Employee of the Quarter/Year should develop their own written internal procedures spelling out how their program will operate. A copy to the procedure will be submitted to Human Resources. A spot award of up to $100 may accompany this award.

The Authority will hold an annual competition for the Housing Authority Employee of the Year. The competitors for this award will include all the employees of the quarter who have been selected throughout the year. The Authority competition will be held in January of each year with a panel of key managers selecting the finalist. The employee of the year will receive a plaque and $500.

G. NOMINATION PROCEDURES FOR MONETARY AWARDS

Administrators or equivalent will establish internal procedures for their employee of the quarter programs. Administrators granting a cash award to the employee selected as the employee of the quarter for their organization will follow the procedures below for approval of the cash award.

Monetary award nominations will be processed as follows:

1. The nominating supervisor will determine the appropriate type of award and the amount.
2. The nominating supervisor will prepare a Personnel Request Form indicating the type of award in the "Other" block at the top of the form, fill in the employee's name and other information and indicate the award and amount recommended in the "Remarks" section of the form. This form must be reviewed and approved by the level of management having authority to approve the type and amount of the recommended award.
3. The nominating supervisor will prepare a justification spelling out the specific accomplishments that justify the award. The justification should be in memo form and should have enough information so an impartial reader can assess the employee's contributions. Higher award amounts will require more substantial justification.
4. A nomination for a performance award may only be submitted in conjunction with the employee's annual performance appraisal. A copy of the completed appraisal must accompany the Personnel Request Form.

5. A Time Off Award requires a short memo spelling out the achievement that justifies the award. The appropriate levels of management required to grant the requested number of days off must approve the memo.

6. After receiving approval from the appropriate management officials, the nomination package will be submitted to Human Resources for processing. Human Resources will review the award for compliance with the guidelines in these rules and procedures, consistency in granting similar awards, the appropriate type and amount of the award, justification, and approval by appropriate management levels. Human Resources will coordinate with Finance to ensure funds are available.

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO • CALIFORNIA • 94102 • (415) 554-1200

CERTIFICATE

I, **SULULAGI PALEGA, SR.,** duly elected President of the Board of Commissioners of the Housing Authority of the City and County of San Francisco, do hereby certify that the following was adopted at a Regular Meeting of the Commission held on February 14, 2002:

RESOLUTION NO. 5022
RESOLUTION FOR EMPLOYER PAID MEMBER CONTRIBUTIONS

Attached is a true and correct copy of the Resolution as adopted at the said meeting on file and on record as adopted by the following vote of the Members:

FOR ADOPTION:

Sululagi Palega, Sr.
Rev. Edgar E. Boyd
George R. Brown
Betty J. Smith

Absent (Excused):
Julie Lee
Shirley Byrd

AGAINST ADOPTION:

IN TESTIMONY, WHEREOF, I have hereto set my hand and seal of said Authority this date: _____.

_____
Sululagi Palega, Sr., President

RESOLUTION NO 5022

DATE ADOPTED 2/14/02

RESOLUTION FOR EMPLOYER PAID MEMBER CONTRIBUTIONS

WHEREAS, the governing body of the San Francisco Housing Authority ("Authority") has the authority to implement Government Code Section 20691; and

WHEREAS, the governing body of the Authority has a written Memorandum of Understanding that specifically provides for the normal member contributions to be paid by the employer; and

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the Authority of a Resolution to commence said Employer Paid Member Contributions (EPMC); and

WHEREAS, the governing body of the Authority has identified the following conditions for the purpose of its election to pay EPMC:

- This benefit shall apply to all employees in the Municipal Executives' Association and Confidential bargaining units (00 & 03), the names of whom will be provided to CalPERS.
- This benefit shall consist of paying 100% of the normal member contributions as EPMC.
- The effective date of this Resolution shall be February 14, 2002.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the Authority elects to pay EPMC, as set forth above.

APPROVED AS TO FORM AND LEGALITY:

Carl L. Williams, General Counsel

2-7-02

REVIEWED BY:

2/8/02

Gregg Fortner, Acting Executive Director

Signed: _____

Sululagi Palega, Sr., President

Attest: _____

Gregg Fortner, Acting Executive Director/Secretary

SAN FRANCISCO HOUSING AUTHORITY
440 TURK STREET • SAN FRANCISCO • CALIFORNIA • 94102 • (415) 554-1200

CERTIFICATE

I, **SULULAGI PALEGA, SR.,** duly elected President of the Board of Commissioners of the Housing Authority of the City and County of San Francisco, do hereby certify that the following was adopted at a Regular Meeting of the Commission held on February 14, 2002:

RESOLUTION NO. 5023
RESOLUTION FOR PAYING AND REPORTING THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTIONS

Attached is a true and correct copy of the Resolution as adopted at the said meeting on file and on record as adopted by the following vote of the Members:

FOR ADOPTION:	**AGAINST ADOPTION:**
Sululagi Palega, Sr. Rev. Edgar E. Boyd George R. Brown Betty J. Smith	
Absent (Excused): Julie Lee Shirley Byrd	

IN TESTIMONY, WHEREOF, I have hereto set my hand and seal of said Authority this date: _____.

_____
Sululagi Palega, Sr., President

RESOLUTION NO 5023

DATE ADOPTED 2/14/02

RESOLUTION FOR PAYING AND REPORTING THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTIONS

WHEREAS, the governing body of the San Francisco Housing Authority ("Authority") has the authority to implement Government Code Section 20636(c) (4) pursuant to Section 20691; and

WHEREAS, the governing body of the Authority has a written labor policy or agreement that specifically provides for the normal member contributions to be paid by the employer, and reported as additional compensation; and

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the Authority of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions (EPMC); and

WHEREAS, the governing body of the Authority has identified the following conditions for the purpose of its election to pay EPMC:

- This benefit shall apply to all employees in the Municipal Executives' Association and Confidential bargaining units (00 & 03).
- This benefit shall consist of paying 100% of the normal contributions as EPMC, and reporting that same dollar amount as compensation earnable (excluding Government Code Section 20636(c)(4)1 as additional compensation.
- The effective date of this Resolution shall be February 14, 2002.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the Authority elects to pay and report the value of EPMC, as set forth above.

APPROVED AS TO FORM AND LEGALITY: REVIEWED BY:

Carl L. Williams, General Counsel
2-7-02

2/8/02
Gregg Fortner, Acting Executive Director

Signed: _____
Sululagi Palega, Sr., President

Attest: _____
Gregg Fortner, Acting Executive Director/Secretary

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO • CALIFORNIA • 94102 • (415) 554-1200

CERTIFICATE

I, **SULULAGI PALEGA, SR.,** duly elected President of the Board of Commissioners of the Housing Authority of the City and County of San Francisco, do hereby certify that the following was adopted at a Regular Meeting of the Commission held on February 14, 2002:

RESOLUTION NO. 5024
RESOLUTION FIXING THE EMPLOYER'S CONTRIBUTION UNDER
THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT

Attached is a true and correct copy of the Resolution as adopted at the said meeting on file and on record as adopted by the following vote of the Members:

FOR ADOPTION:

Sululagi Palega, Sr.
Rev. Edgar E. Boyd
George R. Brown
Betty J. Smith

AGAINST ADOPTION:

Absent (Excused):
Julie Lee
Shirley Byrd

IN TESTIMONY, WHEREOF, I have hereto set my hand and seal of said Authority this date: _____.

_____
Sululagi Palega, Sr., President

RESOLUTION NO 5024

DATE ADOPTED 2/14/02

RESOLUTION FIXING THE EMPLOYER'S CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT

WHEREAS, Government Code Section 22825.6 provides that a local agency contracting under the Public Employees' Medical and Hospital Care Act shall fix the amount of the employer's contribution at an amount not less than the amount required under Section 22825 of the Act; and

WHEREAS, Government Code Section 22857 provides that a contracting agency may fix the amount of the employer's contribution for employees and the employer's contribution for annuitants at different amounts provided that the monthly contribution for annuitants shall be annually increased by an amount not less than 5 percent of the monthly contribution for employees, until such time as the amounts are equal; and

WHEREAS, San Francisco Housing Authority is the local agency contracting with the Public Employees' Retirement System; and therefore be it

RESOLVED, that the employer's contribution for each employee, regardless of the health benefits plan selected, or the number of his/her dependants/family members enrolled in such plan, shall be in accordance with the following schedule:

CODE	BARGAINING UNIT	CONTRIBUTION PER MONTH
00	Municipal Executives' Association	100% of premium cost capped at Kaiser North Family Plan
01	SEIU, Local 790	80% of premium cost with no dollar cap
02	Unrepresented Employees	80% of premium cost with no dollar cap
03	Confidential Employees	100% of premium cost capped at Kaiser North Family Plan

Adopted at a regular meeting of the San Francisco Housing Authority this 14th day of February 2002.

APPROVED AS TO FORM AND LEGALITY:

Carl L. Williams, General Counsel

2-7-02

REVIEWED BY:

2/8/02

Gregg Fortner, Acting Executive Director

Signed: _____
Sululagi Palega, Sr., President

Attest: _____
Gregg Fortner, Acting Executive Director/Secretary

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO • CALIFORNIA • 94102 • (415) 554-1200

CERTIFICATE

I, **SULULAGI PALEGA, SR.,** duly elected President of the Board of Commissioners of the Housing Authority of the City and County of San Francisco, do hereby certify that the following was adopted at a Regular Meeting of the Commission held on February 14, 2002:

RESOLUTION NO. 5025

RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR'S EXECUTION OF THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) HOPE VI DEMOLITION GRANT AGREEMENT FOR THE NORTH BEACH (CAL 1-11) HOUSING DEVELOPMENT AWARDED IN 2001

Attached is a true and correct copy of the Resolution as adopted at the said meeting on file and on record as adopted by the following vote of the Members:

FOR ADOPTION:	**AGAINST ADOPTION:**
Sululagi Palega, Sr. Rev. Edgar E. Boyd George R. Brown Betty J. Smith	
Absent (Excused): Julie Lee Shirley Byrd	

IN TESTIMONY, WHEREOF, I have hereto set my hand and seal of said Authority this date: _____.

_____

Sululagi Palega, Sr., President

RESOLUTION NO. 5025

DATE ADOPTED 2/14/02

RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR'S EXECUTION OF THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) HOPE VI DEMOLITION GRANT AGREEMENT FOR THE NORTH BEACH (CAL 1-11) HOUSING DEVELOPMENT AWARDED IN 2001

WHEREAS, on February 28, 2001 HUD issued a Notice of Funding Availability (NOFA) for HOPE VI Demolition Grants, and on April 9, 2001 HUD released application kits for eligible housing agencies; and the San Francisco Housing Authority ("SFHA") prepared and submitted an application for HOPE VI Demolition Grant Funding for North Beach pursuant to Commission Resolution No. 4973 dated 4/12/01; and,

WHEREAS, on May 9, 2001, the SFHA submitted to HUD the North Beach FY 2001 HOPE VI Demolition Grant Application in the amount of $4,800,000; and,

WHEREAS, on June 1, 2001 the SFHA submitted clarifications to the FY 2001 North Beach HOPE VI application to HUD that resulted in a HUD approval of $4,360,534 of eligible FY 2001 HOPE VI Demolition Grant certified costs for the North Beach Development; and,

WHEREA, on November 16, 2001 HUD announced that the SFHA North Beach Development was awarded a FY 2001 HOPE VI Demolition Grant in the amount of $3,240,445 based on the availability of funding; and,

WHEREAS, on January 22, 2002 SFHA received from HUD the Transmittal for the North Beach FY 2001 HOPE VI Demolition Grant Agreement, Grant Number CA39URD001D101 for preparation for execution; and,

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Acting Executive Director is authorized to execute the U. S. Department of Housing and Urban Development (HUD) HOPE VI Demolition Grant Agreement, CA39URD001D101, for the North Beach Development for the amount of $3,240,445.

2. This resolution shall take effect immediately.

APPROVED AS TO FORM AND LEGALITY:

CARL L. WILLIAMS, General Counsel

Date 2-8-02

REVIEWED BY:

GREGG FORTNER, Acting Executive Director

Date 2/8/02

SAN FRANCISCO HOUSING AUTHORITY
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COMMISSION MEETING PACKET

FEBRUARY 28, 2002

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COMMISSION MEETING PACKET

FEBRUARY 28, 2002

SAN FRANCISCO HOUSING AUTHORITY
440 Turk Street • San Francisco CA • 94102 • (415) 554-1200

NOTICE

THE REGULARLY SCHEDULED MEETING OF THE SAN FRANCISCO HOUSING AUTHORITY COMMISSION WILL BE HELD ON THURSDAY, FEBRUARY 28, 2002 AT 4:00 P.M. AT 440 TURK STREET, SAN FRANCISCO, CALIFORNIA, 94102

AGENDA
February 28, 2002

1. ROLL CALL

   Sululagi Palega, Sr., President
   Julie Lee, Vice President
   Shirley Byrd, Commissioner
   Rev. Edgar E. Boyd, Commissioner
   George R. Brown, Commissioner
   Betty J. Smith, Commissioner

02-27-02A09:36 RCVD

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES See ↓ 2/14/02

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FEB 27 2002
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PUBLIC LIBRARY

4. GENERAL COMMUNICATIONS

5. REPORT OF ACTING SECRETARY

6. COMMITTEE REPORTS

   Diversity Committee - Nothing to Report
   Finance Committee - Nothing to Report
   Personnel Committee - Nothing to Report

7. REPORT OF GENERAL COUNSEL

8. TENANT REPRESENTATIVE REPORT:

City Wide Council - Senior/Disabled
Public Housing Tenants Association (PHTA)

9. PUBLIC COMMENTS ON AGENDA ITEMS: LIMITED TO 2 MINUTES

NOTE: *The public will have the opportunity to comment on agenda items prior to any action taken by the Commission pursuant to the San Francisco Housing Authority Rules Governing Public Testimony adopted 2/23/95 as Resolution No. 4423. Prior to adjournment, after Item No. 11, the public will have the opportunity to comment on items not on the agenda.*

10. UNFINISHED BUSINESS

(A) RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO TRANSFER $400,000.00 OF ROSS APPRENTICESHIP PROGRAM FUNDING TO THE CITY AND COUNTY OF SAN FRANCISCO'S DEPARTMENT OF HUMAN SERVICES FOR OVERSEEING JOB TRAINING AND ADMINISTRATIVE ACTIVITIES OF PUBLIC HOUSING RESIDENTS WHO WANT TO PURSUE CAREERS IN THE BUILDING AND CONSTRUCTION TRADES

11. NEW BUSINESS

(A) RESOLUTION APPROVING THE EXECUTION OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE PAINTERS DISTRICT COUNCIL #16 AND THE SAN FRANCISCO HOUSING AUTHORITY

12. PUBLIC COMMENTS ON ITEMS NOT ON AGENDA

13. COMMISSIONER'S COMMENT AND REPORT

14. ADJOURNMENT

GREGG FORTNER, Acting Executive Director

10A

SAN FRANCISCO HOUSING AUTHORITY

440 Turk Street • San Francisco, California • 94102 • (415) 554-1200

DATE: February 08, 2002

TO: SAN FRANCISCO HOUSING AUTHORITY COMMISSION

Sululagi Palega, Sr., President
Julie Lee, Vice President
Shirley Byrd, Commissioner
Rev. Edgar E. Boyd, Commissioner
George R. Brown, Commissioner
Betty J. Smith, Commissioner

FROM: GREGG FORTNER, ACTING SECRETARY/EXECUTIVE DIRECTOR

SUBJECT: RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO TRANSFER $400,000.00 OF ROSS APPRENTICESHIP PROGRAM FUNDING TO THE DEPARTMENT OF HUMAN SERVICES (DHS) OF THE CITY AND COUNTY OF SAN FRANCISCO IN ORDER FOR DHS TO OVERSEE JOB TRAINING AND ADMINISTRATIVE ACTIVITIES OF PUBLIC HOUSING AND SECTION 8 RESIDENTS WHO WANT TO PURSUE CAREERS IN THE BUILDING AND CONSTRUCTION TRADES

OVERVIEW

This Resolution requests the Commission to authorize the Acting Executive Director to transfer $400,000 of existing ROSS grant money to the Department of Human Services (DHS) of the City and County of San Francisco. The DHS would contract with two job training community based organizations ---*Young Community Developers* and *Visitacion Valley Jobs Education and Training* --- and oversee pre-apprenticeship construction training activities for 200 public housing and Section 8 residents over a two-year period. After residents successfully complete the three-month training program SFHA, DHS, YCD and VVJET will assist residents in gaining entry into the apprenticeship programs of construction unions.

SCOPE OF SERVICES

The Department of Human Services will administer the ROSS Apprenticeship Program for the San Francisco Housing Authority, and it will oversee the training services that *Young Community Developers* and *Visitacion Valley Jobs Employment and Training* will provide to public housing and Section 8 residents. YCD and VVJET will train 200 residents, and the training will emphasize the following: punctuality, attendance, following directions, teamwork, construction mathematics, tool identification, building model houses to union specifications, the union hall hiring process, and health and safety on the job site and job development.

ANTICIPATED OUTCOMES

The Resident Opportunities and Self Sufficiency (ROSS) Grant to Support Public Housing Apprenticeship Activities in the Construction Trades and Public Housing Operations will allow SFHA residents to gain marketable skills in the building and construction trades. Residents who participate in this program will be able to show up to work on time, read a tape measure, use tools safely, know and understand construction terminology, build things to union specifications and enter a bonafide union apprenticeship program with access to union jobs that pay decent wages and benefits.

WHO BENEFITS

The residents of SFHA will have the opportunity to work at various HOPE VI construction sites and construction sites throughout the Bay Area.

BUDGET CONSIDERATION

The funds for these services come directly from an U.S. Department of Housing and Urban Development ROSS grant of $500,000 which SFHA received in the fall of 2001. The San Francisco Housing Authority retains $100,000 of the $500,000 for staff salaries.

RECOMMENDATION

The San Francisco Housing Authority was one of only seven public housing authorities to receive this particular ROSS grant. The Department of Human Services has a proven track record in monitoring pre-apprenticeship training programs including those run by *Young Community Developers* and *Visitacion Valley Jobs Education and Training*. Staff recommends that the Authority transfer $400,000.00 of ROSS grant money to the Department of Human Services for construction job training of SFHA residents.

RESOLUTION NO:_____
DATE ADOPTED:_____

RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO TRANSFER $400,000 OF ROSS APPRENTICESHIP PROGRAM FUNDING TO THE DEPARTMENT OF HUMAN SERVICES (DHS) OF THE CITY AND COUNTY OF SAN FRANCISCO IN ORDER FOR DHS TO OVERSEE JOB TRAINING AND ADMINISTRATIVE ACTIVITIES OF PUBLIC HOUSING AND SECTION 8 RESIDENTS WHO WANT TO PURSUE CAREERS IN THE BUILDING AND CONSTRUCTION TRADES

WHEREAS, the Authority was awarded $500,000 in Resident Opportunity and Self Sufficiency (ROSS) Grants to Support Public Housing Apprenticeship Activities in the Construction Trades and Public Housing Operations by the U.S. Department of Housing and Urban Development in 2001;

WHEREAS, the Authority has established a goal of hiring residents of San Francisco Housing Authority to work at least twenty-five percent of the total work force hours on construction projects let by the Authority (Resolution No. 4967 adopted February 22, 2001);

WHEREAS, the Authority wishes to offer pre-apprenticeship construction job training that leads to union construction jobs for its residents;

WHEREAS, the Authority has a Memorandum of Understanding with the Department of Human Services (DHS) of the City and County of San Francisco to "...coordinate delivery of employment and self sufficiency services to Housing Authority residents who are clients of the Department of Human Services...";

NOW, THEREFORE BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Acting Executive Director is authorized to transfer $400,000 of ROSS Apprenticeship Program funding to the Department of Human Services (DHS) of the City and County of San Francisco in order for DHS to oversee job training and administrative activities of public housing and Section 8 residents who want to pursue careers in the building and construction trades.

2. This Resolution shall take effect immediately.

APPROVED AS TO FORM AND LEGALITY:

Carl L. Williams
CARL L. WILLIAMS, General Counsel

Date 2-7-02

REVIEWED BY:

GREGG FORTNER, Acting Executive Director

Date 2/8/02

Attached is a Report on the Youth Apprenticeship Program, which the Commission requested for informational purposes to move this resolution forward.

A current letter of support from the union is forthcoming and will be available at the meeting.

Youth Apprenticeship Program
San Francisco Housing Authority
Final Close-out Report
January 1, 2001 to June 30, 2001

Youth Apprenticeship Program

From March 1997 to June 2001, 55 residents of the San Francisco Housing Authority have graduated from the Youth Apprenticeship Program. The goal was to have 50 participants graduate from YAP.

Since the graduations, San Francisco Housing Authority staff has monitored the progress of each graduate. Here are the highlights:

- Twenty graduates received a General Equivalency Diploma.
- Ten graduates received a high school diploma.
- Fifty-one graduates were indentured into construction union apprenticeship programs.
- Thirty-five graduates are still current in their dues in the construction trades.
- Sixteen graduates are working in non-construction work.
- Graduates were in the apprenticeship programs of the carpenters, painters, plumbers, and sprinkler fitters.
- All graduates earn between $10.50 and $20.00/hour.
- Three graduates work for the SFHA --- one apprentice painter, one apprentice plumber and one apprentice carpenter.
- Twenty women graduated from YAP.
- Eighteen of the 20 female graduates have children.
- YAP program featured on the front page of the San Francisco Chronicle newspaper and Cable News Network (CNN).

YAP Partners

Mayor Willie Brown, City and County of San Francisco
San Francisco Conservation Corps
San Francisco Building & Construction Trades Council
Northern California Carpenters Regional Council
City & County of San Francisco Department of Human Services

Sustainability

Due to the success of SFHA's Youth Apprenticeship Program and the strong partnerships developed throughout the course of the program, the SFHA applied to HUD for pre-apprenticeship funding under the *Resident Opportunities and Self Sufficiency Grants to Support Public Housing Apprenticeship Activities in the Construction Trades and Public Housing Operations*. **In September of 2001, HUD informed the SFHA that it would receive a $500,000 ROSS grant.**

A

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CA 94102 • PHONE (415) 554-1260 • FAX (415) 554-1268

Date: February 21, 2002

To: San Francisco Housing Authority Commissioners

Sululagi Palega, Sr., President
Julie Lee, Vice President
Shirley Byrd, Commissioner
Rev. Edgar E. Boyd, Commissioner
George R. Brown, Commissioner
Betty J. Smith, Commissioner

From: Gregg Fortner, Acting Executive Director

Subject: Resolution Approving the Execution of a Memorandum of Understanding (MOU) Between the San Francisco Housing Authority and the Painters' District Council # 16

OVERVIEW

These negotiations have been completed and pursuant to the provisions of Government Code Sections 3500 et seq. (Meyers-Milias-Brown Act), the new MOU and ratification resolution are now being presented to your Commission for approval.

OBJECTIVES & ANTICIPATED OUTCOME

Pursuant to the provisions of Government Code Section 3500 et seq. to ratify the latest MOU with the Authority's Maintenance Program Painters and to effect its various provisions pertaining to wages, hours and terms and conditions of employment so that the Authority is in compliance with HUD prevailing wage regulations.

WHO BENEFITS

The Authority benefits by having a MOU with its Maintenance Painters that is in compliance with HUD regulations and that was negotiated pursuant to the provisions of the Meyers-Milias-Brown Act. The Authority will also enjoy the benefits of stronger management rights and performance management clauses in the MOU, standardized grievance procedure and other language that is common among other craft MOUs, and some savings associated with the Union's agreement to delay the fiscal year 2002 wage adjustment until January 1, 2002. The unit members will derive various economic benefits from certain provisions of this MOU and its duration will serve to promote long-term, stable and harmonious relations with this group of employees.

BUDGET CONSIDERATIONS

All costs associated with the execution of the aforementioned MOU for this fiscal year have been budgeted and will be cost allocated as appropriate and in accordance with Federal regulations to the various funding sources of the Authority. The total costs from October 1, 2001 through September 30, 2002 are approximately $39,000. Fiscal year 2003 costs will be approximately $79,000. Costs for Fiscal years 2004 and 2005 are not yet determinable as the wage increases are dependent upon future negotiations between the Union and the City & County of San Francisco for those years.

RESIDENT EMPLOYMENT

No Impact

MBE/WBE STATUS

No Impact

RECOMMENDATION

Adopt the attached resolution to approve the execution of the MOU between the Authority and the Painters District Council # 16 to be effective October 1, 2001 through September 30, 2005, a copy of which is attached as Exhibit A.

Attachments

(Prepared by Paul Howard)

RESOLUTION NO._____

DATE ADOPTED_____

RESOLUTION RATIFYING THE APPROVAL AND EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN FRANCISCO HOUSING AUTHORITY AND THE PAINTERS' DISTRICT COUNCIL # 16

WHEREAS, the San Francisco Housing Authority ("Authority") and the Painters' District Council # 16 (Union), have reached agreement on certain issues related to the compensation and terms and conditions of employment for unit members, pursuant to Government Code Sections 3500 et seq. (Meyers-Milias-Brown Act); and

WHEREAS, all costs associated with execution of the aforementioned Memorandum of Understanding will be cost allocated as appropriate and in accordance with Federal Regulations to the various funding sources of the Authority.

NOW, THEREFORE, BE IT RESOLVED THAT, the Board of Commissioners of the Authority hereby ratifies and approves the execution of the Memorandum of Understanding between the Authority and the Union for the period from October 1, 2001 through September 30, 2005, a copy of which is attached hereto as Exhibit A.

APPROVED AS TO FORM AND LEGALITY:

Carl L. Williams, General Counsel

2-22-01

REVIEWED BY:

Gregg Fortner, Acting Executive Director

EXHIBIT A

MEMORANDUM OF UNDERSTANDING BETWEEN

THE SAN FRANCISCO HOUSING AUTHORITY

AND

THE PAINTERS DISTRICT COUNCIL # 16

OCTOBER 1, 2001 THROUGH SEPTEMBER 30, 2005

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PREAMBLE

This Memorandum of Understanding (hereinafter "MOU") is entered into by the San Francisco Housing Authority (hereinafter "Authority") and the Painters District Council # 16 (hereinafter "Union"), The Authority and the Union (hereinafter "Parties") mutually acknowledge their commitment and obligation to provide the highest possible quality of service to the clientele of the Authority. In discharging this commitment, the Parties reaffirm their responsibility to deliver service in the most efficient, effective and courteous manner at all times. The Parties agree to comply with all applicable laws, including provisions of the *Meyers-Milias-Brown Act* and all administrative regulations promulgated by the Department of Housing and Urban Development (hereinafter "HUD"), including Authority policies, procedures and practices that are not inconsistent with this MOU.

ARTICLE I
EFFECT AND TERM OF AGREEMENT

It is understood and agreed that the provisions of this MOU shall prevail over Authority practices and procedures and over State laws to the extent permitted by such law, and that in the absence of specific MOU provisions, such practices and procedures are discretionary with the Authority to the extent permitted by State law. In no instance will Authority policies and procedures confer upon covered individuals benefits greater than those specifically provided for under the provisions of this MOU. This MOU is made and entered into as of the 1st day of October, 2001, by and between the Parties. The Parties agree to the provisions of the following articles through September 30, 2005.

ARTICLE II
SUPPORT OF AGREEMENT

Except as otherwise provided for herein, the Parties agree to support this MOU for its term and neither will appear before the other to seek change or improvement in any matter subject to the negotiation process, except by mutual agreement of the Parties.

ARTICLE III
SEVERABILITY

If any provision of this MOU is held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. In the event of suspension or invalidation of any article or section of this MOU, the Parties agree to meet and negotiate within sixty (60) days after such determination to arrive at a mutually satisfactory replacement for such article or section.

ARTICLE IV
ZIPPER CLAUSE

This MOU contains the full and entire understanding of the Parties regarding the matters herein and may only be modified in writing upon mutual consent of the Parties. The Parties agree that all past practices, side letters and other understandings between the Parties, not expressly memorialized and incorporated into this MOU, shall no longer be enforceable.

ARTICLE V
MANAGEMENT RIGHTS

1. Except as otherwise provided herein, it is understood and agreed that the Authority retains all of its powers and exclusive rights to organize, direct, manage and control its operations to the fullest extent of the law, including but not limited to, the right to determine its organization; direct the work of its employees; establish the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing these services; establish policies, goals and objectives; determine staffing patterns, including the number and kinds of personnel required; maintain the efficiency of Authority operations; build, move or modify facilities; determine and establish budgetary procedures and allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. Additionally, the Authority retains the right to classify duties, allocate positions to classes, hire, classify, assign, evaluate, promote, discipline and terminate an individual's employment.

2. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Authority, the adoption of policies, rules, procedures, and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this MOU; and then only to the extent such specific and express terms are in conformance with law.

3. The Authority retains its right to amend, modify or suspend policies, procedures and practices referred to in this MOU in cases of emergency as provided in Public Contract Code Section 20654. Any amendment, modification or suspension shall be for a period no longer than the length of the emergency.

ARTICLE VI
REPRESENTATION & SECURITY

The Union has been certified by the Housing Authority Commission as the exclusive representative for Painters, Apprentices, Painter Foremen and Painter General Foremen. This MOU applies to employees in these classes who are employed in the Maintenance Program. All individuals covered by this MOU on its effective date, who are Union members in good standing, shall remain so.

ARTICLE VII
UNION RIGHTS

The Union's designated officers (Business Representatives and Stewards) shall have the following rights in addition to the rights contained in any other section of this MOU.

- The right to job specifications, performance standards and rules of conduct that will enable the Union to fulfill its role as the certified representative of the individuals dispatched under this MOU.

- The right to distribute this MOU to individuals dispatched to the Authority.

- The right to hold meetings on an "as needed" basis with members; however, such meetings shall be held prior to or after normal working hours, whenever possible.

- The Union shall be entitled to appoint a maximum of two (2) Stewards who are Journey Painters, and who shall in addition to their normal work, be permitted to perform during working hours, Union duties that cannot be performed at other times. Such duties shall be performed as expeditiously as possible and the Authority shall allow Stewards a reasonable amount of time for the performance of said duties. The Union shall immediately notify the Authority in writing of each Steward appointment.

ARTICLE VIII
WORK COVERED

The scope of work covered by this MOU is the exterior and interior painting and drywall finishing of all residential, offices and other buildings, including hallways and walkways of the authority, except new construction. Covered work shall include, but not necessarily be limited to the following:

- Painting, taping, topping, texturing & sanding of drywall surfaces.
- Painting lines, arrows, signage bumpers etc. on road and parking lots.
- Application of water repellant or waterproofing materials applied by brush, roller or spray apparatus.
- Sandblasting, steam cleaning, building washing and all methods used to remove paint, caulking or spackling from any and all surfaces.
- The care and cleaning of all tools & equipment used by painters.

ARTICLE IX
NONDISCRIMINATION

1. The Authority agrees not to discriminate against any employee because of membership in the Union or because of any activities on behalf of the Union. In any event, such activities shall not interfere with the normal operations of the Authority.

2. The Parties agree to support the principles of Equal Employment Opportunity and will obey all laws and regulations regarding discrimination against any employee or applicant for employment because of religion, race, color, national origin, age, sex, sexual preference, or disability. The Authority will not, nor will the Union cause the Authority to, discharge or otherwise discriminate against any employee based on any of the above categories.

ARTICLE X
SAFETY & SECURITY

1. The Parties agree that it is in the best interests to all concerned to provide a safe, secure, and healthy working environment. The Authority and the individuals covered by this MOU agree to abide by the safety standards established by the State Department of Industrial Relations and comply with the Occupational Safety and Health Act.

2. To assure that health and safety hazards are handled in a timely fashion, the following procedures shall be followed: (1) employees shall report health or safety hazards to their immediate supervisor; (2) if the immediate supervisor is unable to abate the hazard, the matter shall be referred to the Authority's Director of Occupational Safety & Health who will meet with the employee and immediate supervisor regarding the matter; (3) if the matter cannot be resolved by the Authority's Occupational Safety & Health Director, it will be referred to that individual's immediate superior.

3. Among the individuals covered by this MOU, at least two (2) Apprentice/Journey Painters shall be certified in Hazardous Material & Asbestos removal.

ARTICLE XI
LABOR / MANAGEMENT COMMITTEE

The Parties agree to continue the Labor/Management Committee that will meet as mutually agreed to discuss employment conditions. The committee membership shall consist of no more than two (2) Union members who are Authority employees and no more than three (3) individuals selected by Authority. The Union may select additional individuals who are not Authority employees.

ARTICLE XII
OUTSIDE CONTRACTING / COMPETITIVE BIDDING

1. Authority Resolution No. 2304 regarding Competitive Bidding authorizes and directs management to engage in outside competitive contracting at its discretion. All work that is put out to bid will be at the prevailing wage rates for the appropriate classifications in accordance with the regulations established by the Department of Housing and Urban Development, the policies of the Authority, federal regulations where Davis-Bacon wage rates are required, and local ordinances when city funds are utilized.

2. The Authority shall notify the Union in writing within ten (10) working days following the Board of Commissioners award of the contract, the name of the contractor(s), the starting date and the location of the project(s).

ARTICLE XIII
NO STRIKES

1. The Parties agree there shall be no strike, lockout or work stoppage by either party. The Union may withhold individuals from dispatch or picket the Authority for non-payment of wages or trust fund contributions. The curtailment of operations for business reasons shall be at the sole discretion of the Authority and shall not be considered a lockout.

2. The observance of the picket line of another organization sanctioned by San Francisco Building and Construction Trades Council or the San Francisco Central Labor Council shall not be considered a violation of this article.

ARTICLE XIV
EMPLOYEE SELECTION

1. Initial Hiring

Upon faxed or E-mailed notification by the Authority Human Resources staff, the Union shall expeditiously dispatch the requested classes and numbers of individuals to the Authority's Human Resources office for processing and hiring.

2. Foreman Selection & Appointment

Foreman selection and appointment shall occur from the Journey Painter ranks and shall take into consideration both seniority and qualifications. Selection and appointment is conditioned upon the individual having been a Journey Painter with the Authority for at least eighteen months (18) months and having received at least a *"Standards Achieved"* rating on their latest performance evaluation. The Union shall be notified of all such appointments and compensation at the higher rate will begin on the first day that the individual begins to perform the higher level duties. During the period of this MOU, there shall always be at least one (1) Foreman.

3. Paint Inspector

Prospectively, for the duration of this MOU, one (1) Journey Painter position shall be designated to perform Inspector duties. Prior to the arrival of the assigned painter(s), the Inspector will conduct an on-site evaluation to determine the amount and types of work needing to be performed, the materials needed and the estimated time to complete the project. Inspector activities may or may not comprise 100% of the workday depending on the number of projects to be completed. Selection and appointment of the Inspector shall occur from the Journey Painter ranks and shall take into consideration both seniority and qualifications. The individual occupying the Inspector position may be assigned to perform normal Journey Painter activities when needed.

4. Apprentices

The Parties agree that every effort shall be made to recruit Apprentices from the public housing resident and Section 8 population in recognition of the federal requirement that the Authority's work force consist of 25% of these individuals.

ARTICLE XV
STATUS, SENIORTY & LAYOFF

1. Individuals are on probationary status for the first sixty (60) calendar days of their employment and may be discharged during this period without cause and without recourse through the grievance procedure. At the Authority's discretion,

workdays missed during this time may be added to the end of the probationary period.

2. Individuals who pass the sixty (60) day probationary period will accrue seniority from their initial hire date.

3. Seniority is defined as the length of continuous paid employment in the Authority's Maintenance Program. Seniority shall be retained, but shall not accrue during unpaid leaves of absence that exceed thirty (30) calendar days in length. Lay-off and re-hire shall be based on accrued seniority in accordance with these provisions.

4. Lay-off notice shall be in writing stating the reason(s) for lay-off. Individuals being laid off will be sent home at the close of business immediately following receipt of the written notice; however, their names will remain active on the payroll for three (3) additional days before being terminated. Final paychecks will be distributed at the time of notice and will include the three (3) additional days pay.

5. In accordance with the above seniority provisions, individuals who are laid off shall have re-hire rights to the class from which they were laid off for a maximum period of twelve (12) months following the employment termination date.

6. The provisions of this article do not distinguish between regular and temporary appointments.

ARTICLE XVI
PERFORMANCE & DISCIPLINE

1. The Authority reserves the right to establish performance standards for all classifications covered by this MOU. Any probationary employee without who does not meet acceptable standards of performance shall be instructed to cease work and return to the Union Hall. That individual shall not be dispatched to the Authority for future jobs. Discharge for cause after sixty (60) calendar days of employment is subject to the grievance procedure.

2. The Authority shall establish reasonable rules and regulations concerning the conduct and performance of individuals covered by this MOU. The Union shall be given prior notice of the establishment of such rules and regulations. The standard Authority *Performance Evaluation Factors (*Appendix A).

3. The Authority reserves the right to take appropriate disciplinary action including, the immediate dismissal of individuals for violation of the Rules of Conduct or failure to meet performance standards as outlined in Appendix A . Violation of the Rules of Conduct shall include, but not be limited to possession of

intoxicants (including alcohol and drugs) on the Authority's premises; being under the influence of intoxicants (including alcohol and drugs) during working hours; insubordination; theft; falsification of records, including employment records, work records or time cards; gross negligence; dishonesty; fighting or inciting others to fight on Authority premises or during working time; failure to possess a valid California driver's license if required by the job description or uninsurability by the Authority's insurance carrier; unauthorized use of the Authority's property or vehicles; deliberate destruction of any property not belonging to the employee; concealment of defective work; sleeping on the job, failure to report to work for two (2) consecutive work days without notice to the Authority; and excessive tardiness. The Union shall not dispatch to the Authority individuals who have been discharged for cause.

ARTICLE XVII
EMPLOYEE / EMPLOYER DISPUTE ARBITRATION

All disputes or controversies arising out of, or relating to, an application for employment, employment and/or termination of employment will be settled exclusively by final and binding arbitration before an arbitrator selected by the Parties. By way of example only, such claims include claims under federal, state, and local statutory or common law, such as the Age Discrimination in Employment Act, Title VII the Civil Rights Act of 1964, as amended, including the amendments of the Civil Rights Act of 1991, the Americans with Disabilities Act, California Fair Employment and Housing Act, Family Medical Leave Act, California Family Rights Act, the law of contract, and the law of tort. Each individual covered by this MOU shall sign a letter to abide by this provision.

ARTICLE XVIII
GRIEVANCE PROCEDURE

The following procedures are adopted by the Parties to provide for the orderly and efficient disposition of grievances and are the sole and exclusive procedures for resolving grievances as defined herein.

1. Definition

A grievance shall be defined as any dispute that involves the interpretation, application of, or compliance with this MOU. Grievances that proceed beyond step one of the process may be filed only by the Union. The Parties agree that the grievance procedure and arbitration are the sole remedy for resolving disputes that arise from this MOU.

2. Eligibility

All members of the bargaining unit can use the grievance process as a method to resolve alleged violations of specific provision(s) of this MOU. The process is

also available to the Union for the resolution of issues as defined under **Definition** above. The Union shall initiate the grievance process at Step Two.

3. Time Limits

The time limits set forth herein may be extended or waived by mutual agreement of the Parties. Any such agreement must be confirmed in writing. For purposes of time calculation, a "day" is defined as a "working day"; thus, excluding weekends and holidays. Failure by the Authority to respond within the time limits at any level shall be implied as a negative response to the grievance and the Union shall have the right to proceed to the next level. Failure by the Union at any step in the process to adhere to specified time limits shall nullify the grievance and the right to grieve shall be waived and lost.

4. Steps of the Procedure

The grievance procedure is a four-level sequential process. Except for grievances involving multiple employees, all employee-initiated grievances must begin at Step One of the procedure. The step procedures set forth herein may be modified or waived by mutual agreement of the Parties. Any such agreement must be in writing.

A. Step One - Immediate Supervisor

An employee shall first attempt to resolve the alleged violation or dispute with his/her immediate supervisor. Not later than the tenth (10^{th}) working day after an employee knew, or should have known, of the alleged violation, the employee and/or his/her representative shall memorialize in written form the grievance to the employee's immediate supervisor and, thereafter, explain orally the grievance to the employee's immediate supervisor. The supervisor shall memorialize in written form a decision and present it to the employee and/or her/his representative within seven (7) working days of receiving the grievance in written form.

B. Step Two - Human Resources Director

If the alleged violation is not resolved informally with the immediate supervisor, the Union shall submit the grievance on behalf of the represented employee, in writing, to the Human Resources Director within seven (7) working days after receipt of the immediate supervisor's decision. Union initiated grievances shall commence at this step in the process. The Union must file a written grievance with the Human Resources Director within seven (7) working days of the Step One decision. The Human Resources Director or designee shall render a written decision setting forth the Authority's position within ten (10) working days after receipt of grievances at this level.

Skelly hearings involving disciplinary actions occur at this level, but are not subject to the filing time frames contained in these provisions.

C. Step Three - Executive Director

If the response from the Human Resources Director is unsatisfactory to the employee and/or the Union, the Union may elevate the grievance to the Executive Director or designee within seven (7) working days after receipt of the Step Two decision. The Executive Director or designee may convene a grievance meeting within fifteen (15) working days with the Union and one (1) bargaining unit member in addition to the grievant. The Executive Director shall respond to the grievance within fifteen (15) working days of the meeting, or if none is held, within twenty (20) working days of receipt of the appeal from the Step Two response. Grievances alleging improper dismissal must be filed in writing at Step Three, within seven (7) working days after such dismissal.

D. Step Four - Arbitration

If the Union is dissatisfied with the Step Three response, it may appeal by notifying the Executive Director, in writing, within fifteen (15) days of the Step Three decision that arbitration is being invoked. The Parties shall select an arbitrator within fifteen (15) days of receipt of the Unions written notice of its intent to arbitrate.

E. Accelerated Grievance Procedure

In the event there is a dispute regarding the implementation or application of this MOU that immediately affects the Union or a substantial number of its members, and that will result in harm for which monetary relief would be an insufficient remedy, either party may request, and with agreement from the other party, may submit the grievance immediately to the appropriate level agreed to by the Parties thus, bypassing all lower levels. The Union must notify the Authority in writing of its intent to request use of the Accelerated Grievance Procedure within ten (10) working days after the Union knew or should have known of the alleged violation.

F. Arbitration, Arbitrators & Fees

1. The Parties agree that any arbitration decision will be binding on all parties.
2. The arbitrator shall be selected by mutual agreement of the Parties. If the Parties are unable to agree upon an arbitrator, they shall request a list of five (5) arbitrators from the California State Mediation and Conciliation Service. Upon receipt of such list, the Parties shall alternately strike one (1) name from the list until one (1) name remains. The party striking the first name shall be determined by the flip of a coin.
3. Except when an agreement of the facts is submitted by the Parties, it shall be the duty of the arbitrator to hear and consider the evidence submitted by the Parties, make written findings of fact,and render a

disposition that shall be final and binding on the Parties. The arbitrator shall have no power to amend this agreement or to recommend amendment.

4. Fees and expenses incurred for the arbitrator shall be borne equally by both parties. Fees and expenses incurred for a reporter shall be borne solely by the party requesting such service. If both Parties agree to the reporter services, the fees and expenses shall be shared equally by the Parties.

ARTICLE IXX
WORK CLOTHING, TOOLS & EQUIPMENT

1. Within fifteen (15) days following initial appointment, the Authority shall provide two (2) sets of the required uniform items that individuals must wear along with their photo ID badges during work hours. Each fiscal year thereafter, the Authority will continue to provide a total of three (3) additional sets of uniform items per employee, to be distributed on or about November 15th and May 15th.

2. The Authority shall provide necessary tools and equipment to perform the required work. Individuals shall not bring to work, or be requested by the Authority to supply personal tools or equipment. Should an employee bring such tools to work, it is done so at the employee's peril.

3. The Authority shall provide one (1) two-way radio per 2 person paint crew with users of the radio to undergo FCC training in its use. The radios shall be used only for work related purposes.

4. The Authority shall provide inclement weather gear when and where conditions dictate.

ARTICLE XX
WAGES & FRINGE BENEFITS

1. The Journey Painter and Taper <u>total taxable hourly wage</u> exclusive of non-taxable fringe benefits shall be increased in accordance with the following schedule and as detailed in Appendix B.

January 1, 2002 - 4.5%

October 1, 2002 - 5.25%

October 1, 2003 - Same percentage increase that CCSF negotiates for Painters from July 1, 2003 to June 30, 2004. The entire increase shall be applied October 1, 2003.

October 1, 2004 - Same percentage increase that CCSF negotiates for Painters from July 1, 2004 to June 30, 2005. The entire increase shall be applied October 1, 2004.

2. In accordance with the above effective dates the Inspector taxable hourly wage shall be 5% above the Journey Painter taxable hourly wage, and the Foreman taxable hourly wage shall be 10% above the Journey Painter taxable hourly wage.

3. The Apprentice wage rates shall be those of *Apprentice Percentage Schedule* in the Painters' Master Agreement(s) (PMA) in effect during the period of this MOU.

4. Fringe benefits shall be those identified in the PMA and contributions will be made in accordance with the provisions contained in Appendix B of this MOU. Fringe benefit allocations will be paid to the appropriate trust fund and any reallocation or formula changes shall occur only on July 1st of each year of this MOU. The Union shall notify the Authority in writing of any such changes and reallocations shall be effective no later than the second pay period following receipt of such notice.

5. Individuals covered by this MOU who are duly certified and trained to perform hazardous material related activities and who are required to perform such activities that involve the wearing of protective equipment, shall be paid one dollar ($1.00) per hour above their normal taxable hourly wage for the actual number of hours spent working in this capacity.

ARTICLE XXI
WORKDAY, WORKWEEK & OVERTIME

This article defines the normal hours of work and overtime provisions and shall not be construed as a guarantee of hours of work per day nor of days of work per week.

1. WORK DAY

The normal workday shall be eight (8) hours between the hours of 8:00 A.M. and 4:30 P.M.

2. WORK WEEK

The normal workweek shall consist of 40 hours of work, Monday through Friday.

3. SHOW-UP TIME

When an individual has been directed to report to work and there is no work provided by the Authority, he/she shall be paid (4) hours show up time. If after reporting to work, inclement weather results in the inability to perform the required work, the individual shall be entitled to show up time only if they remain on the job site for at least two (2) hours while waiting for the weather to improve. If the supervisor cancels the workday because of inclement weather prior to the

two (2) hour mark, individuals shall receive two (2) hours pay. If the individual works at least four (4) hours and inclement weather causes the workday to be cancelled, the individual shall be paid for the actual hours worked.

4. OVERTIME

A. When workload necessitates or emergencies arise, the Authority has the right to request individuals to work more than eight (8) hours. Overtime will be paid according to the following schedule.

Weekdays - In excess of 8 hours, up to 12 hours = Time and one-half (1½x).

Weekdays - In excess of 12 hours = Double Time (2x).

Saturdays & "Designated Off Days" - Up to 8 hours = Time and one-half (1½x), in excess of 8 hrs = Double time (2x).

Sundays & Holidays – Double Time (2x) for all hours worked.

B. Individuals who are working on overtime rates prior to midnight, and who continue to work past midnight, shall be treated as working one continuous day for overtime calculation purposes. (Midnight under this scenario will not be considered a new day and the individual shall continue to receive the overtime rate as long as he/she works continuously).

5. HOLIDAYS

Recognized holidays are New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving, the Friday following Thanksgiving Day, and Christmas Day. If any of the above holidays fall on a Saturday the preceding Friday shall be observed as the holiday. Holidays that fall on Sunday, the following Monday shall be observed as the holiday. Except for the preceding holidays, individuals desiring to work shall be allowed to do so, even if the Authority is otherwise closed for business, (e.g. Admissions Day).

6. MEAL PERIODS

Meal periods are one half (½) hour, do not count as time worked, and are not compensable in any way.

7. CALL BACK

Call back pay shall be a minimum of two (2) hours and subject to the overtime provisions in this MOU, if applicable.

ARTICLE XXII

LEAVES

1. Bereavement Leave

A. Paid leave due to the death of an employee's parent(s), stepparent(s), grandparent(s), parent(s)-in-law, spouse, domestic partner, child, sibling, grandchild, step child, adopted child, legal guardian or any person who is permanently residing in the household of the employee shall not exceed three (3) days and shall be taken within thirty (30) calendar days of the date of death. Two (2) additional working days shall be granted if travel of over seventy-five (75) miles is required as a result of the death.

B. Paid leave due to the death of other relatives shall not exceed one (1) working day and shall be taken within thirty (30) calendar days of the date of death. Two (2) additional working days shall be granted if travel of over seventy-five (75) miles is required as a result of the relative's death.

C. The Authority may require the employee to produce documentation validating the legitimacy of the claim. Failure to produce documentation will invalidate a request for paid bereavement leave.

2. Witness or Jury Duty Leave

Paid leave up to a maximum of sixteen (16) working days shall be granted to any individual while going to and from or while serving on jury duty, or answering a subpoena in any case that they are not a litigant. Any jury or witness fee awarded, excluding mileage, shall be deposited with the Authority upon receipt by the individual.

This MOU has been entered into in accordance with the provisions contained in article I, on this _____ day of January 2002 by the following:

SIGNATORIES

Painters' Negotiation Team:

Housing Authority Representative:

_____

Mark Van Zevern, Business Agent

_____

Paul Howard, Chief Negotiator

_____

Gussie Breaux, Journey Painter/Steward

APPENDIX B

PAINTERS DISTRICT COUNCIL 16 – MAINTENANCE PROGRAM
TAXABLE HOURLY WAGE SCHEDULE EFFECTIVE 12/31/01

Class	Current Taxable Wage	MOU Provision	New Taxable Wage
Painter, Apprentice	PMA Apprentice % Schedule	PMA Apprentice % Schedule	PMA Apprentice % Schedule
Painter, Journey	$28.21	4.5% increase	$29.48
Taper	$28.96	4.5% increase	$30.26
Painter, Inspector	$0	5%> Painter, Journey	$30.95
Painter, Foreman	$33.45	20%>Painter , Journey	$35.37

FRINGE BENEFIT CONTRIBUTIONS

Separate and apart from the supplemental dues and trust fund contributions that are union/employee elected or required, the Authority shall contribute to the Vacation/Holiday Trust Fund in accordance with following schedule. The contributions shall not be cumulative.

Effective Date	Hourly Contribution
10/01/02	$0.30
10/01/03	$0.60
10/01/04	$1.00

HOUSING AUTHORITY
OF THE
CITY AND COUNTY OF SAN FRANCISCO

Minutes of Regular Meeting
Thursday, February 28, 2002

440 Turk Street
San Francisco, California

The Housing Authority of the City and County of San Francisco met in regular session at 440 Turk Street, San Francisco, California on Thursday, February 28, 2002, at 4:00 p.m.

The meeting was called to order by President Palega at 4:20 p.m.

1. ROLL CALL

Roll call found the following members to be:

PRESENT: *Sululagi Palega, Sr., President*
Rev. Edgar E. Boyd, Commissioner
George R. Brown, Commissioner
Betty J. Smith, Commissioner

EXCUSED: *Julie Lee, Vice President*
ABSENT: *Shirley Byrd, Commissioner*

A quorum was present.

ALSO PRESENT: *Mr. Gregg Fortner, Acting Executive Director*
Mr. Carl L. Williams, General Counsel

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2. APPROVAL OF AGENDA

Commissioner Brown moved to approve the agenda and Commissioner Smith seconded the motion. The agenda of February 28, 2002 was UNANIMOUSLY APPROVED.

3. APPROVAL OF MINUTES

Commissioner Smith moved to approve the minutes and Commissioner Brown seconded the motion. The minutes of the regular meeting of February 14, 2002 were UNANIMOUSLY APPROVED.

4. GENERAL COMMUNICATIONS

Mr. Fortner noted that the following documents have been provided to the Commission: Commission Request Log and Attachments which include the Report on Energy

Conservation Education Outreach; Update Report on Voter Registration; Status Report on the Computer Learning Center; Report on the Youth Apprenticeship Program; memorandum regarding hate crimes and press reports and how the agency has responded; Flyer from HTVN on Commissioners' training series. The SFHA has a satellite hook up at Egbert Office and any Commissioners interested in the training can sign up by contacting the Executive Office. The last item forwarded to the Commission is an updated letter from the Carpenters Union in support of Item 10A.

5. REPORT OF ACTING SECRETARY

Mr. Fortner announced that Commissioner Lee has become a grandmother to a 7-pound baby girl. She is still in New York but will be back in town by the next Commission meeting.

Mr. Fortner thanked the Commissioners for their attendance and participation at the Plaza East opening on Monday. It was a good celebration and the Mayor was present. On Wednesday, the telephone entry security system was installed and tested at 345 Arguello. He thanked Commissioner Smith for attending. Today was the "Get out the Vote" campaign at Rosa Parks. There was an excess of 100-150 residents there with the Mayor. Commissioner Smith did a great job in hosting the event. Last week, the letter was sent out to the SFPD Commission regarding holding the joint meeting with the SFHA Commission. They are proposing to meet at Plaza on March 22, at 5:30. He wanted to confirm this date with the committee members. President Palega asked for alternative dates, since March 22 was not a good date for him. Staff will be following up.

Mr. Fortner introduced Mr. James Bryant of the A. Phillip Randoph Institute (APRI), who has been a driving force behind voter registration and get out the vote activities to come forward and give a brief report. Mr. Bryant stated that he is the California State President of the APRI working primarily in San Francisco. About one month ago, he and Mr. Fortner met and discussed voter registration, voter empowerment, voter turn out and voter education at SFHA developments. The emphasis of this current drive is the March 7 primary election. APRI has registered 746 new residents; made over 5,700 phone calls; and made door to door visits at over 3,000 households. He outlined the addresses the Institute has covered. Mr. Vitalie noted that the senior buildings were not covered. Mr. Fortner explained that given the limited resources and time being of the essence, it was decided to concentrate on family developments and Section 8, since voter turnout is low in these areas. Voter turnout in senior buildings traditionally has been strong. However, this will be a continuing effort and it is planned to cover every SFHA development. In response to an enquiry from the Commission, Mr. Bryant explained that the van pick up has been low with less than 50 people participating but it is steadily moving up. What has picked up is the number of absentee ballots. Mr. Fortner thanked Mr. Bryant for his efforts to date.

6. COMMITTEE REPORTS

Diversity Committee - Nothing to report.
Finance Committee - Nothing to report
Personnel Committee - Nothing to report.

7. REPORT OF COUNSEL

Mr. Carl L. Williams stated that there would be no executive session today. He called attention to the survey form provided to the Commissioners regarding the possible change in time of the Commission meeting.

8. TENANT REPRESENTATIVE REPORT

City Wide Council - Senior/Disabled: William Vitalie, President, stated that it seems that there is still a lack of notification to the senior and disabled residents regarding activities. He did not get his invitation to the Rosa Parks Voter Registration Event until Tuesday. Because of previous commitments, he was unable to attend. The new board of the Council is forming a task force to follow up on some the complaints that are not being addressed and he will be in touch with Mr. Fortner regarding these issues.

Public Housing Tenants Association (PHTA) – Maria Wilson, President of the Sunnydale Tenants Association, was in attendance to give a report on the activities at her development. Ms. Wilson stated that she was sworn in August 2001. The last few months of 2001 were challenging with more challenges to come. She thanked the SFHA for the donation of candy in October and the $200 for the Christmas Party. On February 21, 2002, the Association held its first board meeting and went over the bylaws ~~and~~ to get them established. The Association is working with the SFHA, YO!SF and the Teen Center to have a community residents' meeting in two weeks, in March. She named a few other outside service providers who are willing to work with the tenant association to help provide information regarding jobs and education, such as the Visitation Valley Center and the SCDC in Sunnydale.

9. PUBLIC COMMENTS ON AGENDA ITEMS: LIMITED TO 2 MINUTES

NOTE: *The public will have the opportunity to comment on agenda items prior to any action taken by the Commission pursuant to the San Francisco Housing Authority Rules Governing Public Testimony adopted 2/23/95 as Resolution No. 4423. Prior to adjournment, after Item No. 11, the public will have the opportunity to comment on items not on the agenda.* - None

10. UNFINISHED BUSINESS

(A) RESOLUTION NO. 5026

RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO TRANSFER $400,000.00 OF ROSS APPRENTICESHIP PROGRAM FUNDING TO THE CITY AND COUNTY OF SAN FRANCISCO'S DEPARTMENT OF HUMAN SERVICES FOR OVERSEEING JOB TRAINING AND ADMINISTRATIVE ACTIVITIES OF PUBLIC HOUSING RESIDENTS WHO WANT TO PURSUE CAREERS IN THE BUILDING AND CONSTRUCTION TRADES

Mr. Fortner stated that since this resolution is an unfinished business item, the presentation was made at the last Commission meeting. Staff was available to answer any further questions. The Commission raised concerns about the apprenticeship program and asked how many of graduates are actually working. They questioned the funding for this program and its cost effectiveness. Rufus Davis, Management Analyst, SFHA, responded. Mr. Davis stated that as of December 31, 2001, 35 graduates of the apprenticeship program were current in their union dues and eligible to work. The transfer of $400,000 ROSS grant to DHS is augmented by an additional $2 million from DHS. This will provide training for 200 residents. The allocation would amount to over $5,000 per student. A major part of this cost will cover childcare. It will also pay for equipment and tools and for union instructors. The SFHA will keep $100,000 of the ROSS grant for staff salaries to assist in the recruitment process and to provide minimal case management.

Commissioner Brown moved to approve Resolution No. 5026 and Commissioner Boyd seconded the motion. Resolution No. 5026 was UNANIMOUSLY APPROVED.

11. NEW BUSINESS

(A) RESOLUTION NO. 5027

RESOLUTION APPROVING THE EXECUTION OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE PAINTERS DISTRICT COUNCIL #16 AND THE SAN FRANCISCO HOUSING AUTHORITY

Paul Howard, Labor Relations Manager, presented this resolution requesting authorization to execute the MOU between the SFHA and the Painters Union. There are currently 22 painters on SFHA payroll. Commissioner Brown noted

that, according to the MOU the benefits have been delayed and asked if this MOU was ratified by the members. Mr. Howard stated that this was an adjustment made by the union in consideration of SFHA's budget situation. He stated that the business representative from the union was present and he came forward and informed the Commission that this MOU was ratified by the members on January 31, 2002. In response to the question raised by the Commission, he stated that there are currently 23 public housing and Section 8 residents in the painters union who are actually working and about another 15 who are not working and are members.

Commissioner Boyd moved to approve Resolution No. 5027 and Commissioner Brown seconded the motion. Resolution No. 5027 was UNANIMOUSLY APPROVED.

12. PUBLIC COMMENTS ON ITEMS NOT ON AGENDA

Patricia McColm, resident 430 Turk Street - Ms. McColm addressed the Commission with a number of concerns. She stated that she has a disability of life-threatening asthma attacks and has needs to accommodate this condition, such as opening hall windows and providing better ventilation. This matter was referred to Mr. Fortner and staff, with a request to respond to Ms. McColm in writing.

13. COMMISSIONER'S COMMENT AND REPORT

President Palega thanked the Commissioners for attending the Plaza East Grand Opening and the Voter Registration meeting at Rosa Parks.

Commissioner Boyd noted the beautiful changes to the Western Addition with the Hayes Valley HOPE VI site and the new Plaza East development. He stated that the SFHA needs to do everything it can to preserve this and to work with the residents to ensure their continued participation and pride in their community.

14. ADJOURNMENT

Commissioner Boyd moved to adjourn the meeting and Commissioner Brown seconded the motion. There being no further business to come before the Commission, the meeting of February 28, 2002 was adjourned at 5:30 p.m.

Gregg Fortner, Acting Executive Director

Sululagi Palega Sr., President

SAN FRANCISCO HOUSING AUTHORITY
440 TURK STREET • SAN FRANCISCO • CALIFORNIA • 94102 • (415) 554-1200

CERTIFICATE

I, **SULULAGI PALEGA, SR.,** duly elected President of the Board of Commissioners of the Housing Authority of the City and County of San Francisco, do hereby certify that the following was adopted at a Regular Meeting of the Commission held on February 28, 2002:

RESOLUTION NO. 5026

RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO TRANSFER $400,000.00 OF ROSS APPRENTICESHIP PROGRAM FUNDING TO THE CITY AND COUNTY OF SAN FRANCISCO'S DEPARTMENT OF HUMAN SERVICES FOR OVERSEEING JOB TRAINING AND ADMINISTRATIVE ACTIVITIES OF PUBLIC HOUSING RESIDENTS WHO WANT TO PURSUE CAREERS IN THE BUILDING AND CONSTRUCTION TRADES

Attached is a true and correct copy of the Resolution as adopted at the said meeting on file and on record as adopted by the following vote of the Members:

FOR ADOPTION:

Sululagi Palega, Sr.
Rev. Edgar E. Boyd
George R. Brown
Betty J. Smith

AGAINST ADOPTION:

Absent (Excused):
Julie Lee
Shirley Byrd

IN TESTIMONY, WHEREOF, I have hereto set my hand and seal of said Authority this date: _____.

_____
Sululagi Palega, Sr., President

RESOLUTION NO: 5026
DATE ADOPTED: 2/28/02

RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO TRANSFER $400,000 OF ROSS APPRENTICESHIP PROGRAM FUNDING TO THE DEPARTMENT OF HUMAN SERVICES (DHS) OF THE CITY AND COUNTY OF SAN FRANCISCO IN ORDER FOR DHS TO OVERSEE JOB TRAINING AND ADMINISTRATIVE ACTIVITIES OF PUBLIC HOUSING AND SECTION 8 RESIDENTS WHO WANT TO PURSUE CAREERS IN THE BUILDING AND CONSTRUCTION TRADES

WHEREAS, the Authority was awarded $500,000 in Resident Opportunity and Self Sufficiency (ROSS) Grants to Support Public Housing Apprenticeship Activities in the Construction Trades and Public Housing Operations by the U.S. Department of Housing and Urban Development in 2001;

WHEREAS, the Authority has established a goal of hiring residents of San Francisco Housing Authority to work at least twenty-five percent of the total work force hours on construction projects let by the Authority (Resolution No. 4967 adopted February 22, 2001);

WHEREAS, the Authority wishes to offer pre-apprenticeship construction job training that leads to union construction jobs for its residents;

WHEREAS, the Authority has a Memorandum of Understanding with the Department of Human Services (DHS) of the City and County of San Francisco to "...coordinate delivery of employment and self sufficiency services to Housing Authority residents who are clients of the Department of Human Services...";

NOW, THEREFORE BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Acting Executive Director is authorized to transfer $400,000 of ROSS Apprenticeship Program funding to the Department of Human Services (DHS) of the City and County of San Francisco in order for DHS to oversee job training and administrative activities of public housing and Section 8 residents who want to pursue careers in the building and construction trades.

2. This Resolution shall take effect immediately.

APPROVED AS TO FORM AND LEGALITY:

Carl L. Williams

CARL L. WILLIAMS, General Counsel

Date 2-7-02

REVIEWED BY:

GREGG FORTNER, Acting Executive Director

Date 2/8/02

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO • CALIFORNIA • 94102 • (415) 554-1200

CERTIFICATE

I, **SULULAGI PALEGA, SR.,** duly elected President of the Board of Commissioners of the Housing Authority of the City and County of San Francisco, do hereby certify that the following was adopted at a Regular Meeting of the Commission held on February 28, 2002:

RESOLUTION NO. 5027

RESOLUTION APPROVING THE EXECUTION OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE PAINTERS DISTRICT COUNCIL #16 AND THE SAN FRANCISCO HOUSING AUTHORITY

Attached is a true and correct copy of the Resolution as adopted at the said meeting on file and on record as adopted by the following vote of the Members:

FOR ADOPTION:	**AGAINST ADOPTION:**
Sululagi Palega, Sr.	
Rev. Edgar E. Boyd	
George R. Brown	
Betty J. Smith	
Absent (Excused):	
Julie Lee	
Shirley Byrd	

IN TESTIMONY, WHEREOF, I have hereto set my hand and seal of said Authority this date: _____.

_____

Sululagi Palega, Sr., President

RESOLUTION NO. 5027

DATE ADOPTED 2/28/02

RESOLUTION RATIFYING THE APPROVAL AND EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN FRANCISCO HOUSING AUTHORITY AND THE PAINTERS' DISTRICT COUNCIL # 16

WHEREAS, the San Francisco Housing Authority ("Authority") and the Painters' District Council # 16 (Union), have reached agreement on certain issues related to the compensation and terms and conditions of employment for unit members, pursuant to Government Code Sections 3500 et seq. (Meyers-Milias-Brown Act); and

WHEREAS, all costs associated with execution of the aforementioned Memorandum of Understanding will be cost allocated as appropriate and in accordance with Federal Regulations to the various funding sources of the Authority.

NOW, THEREFORE, BE IT RESOLVED THAT, the Board of Commissioners of the Authority hereby ratifies and approves the execution of the Memorandum of Understanding between the Authority and the Union for the period from October 1, 2001 through September 30, 2005, a copy of which is attached hereto as Exhibit A.

APPROVED AS TO FORM AND LEGALITY:

Carl L. Williams, General Counsel

2-22-01

REVIEWED BY:

Gregg Fortner, Acting Executive Director

EXHIBIT A

MEMORANDUM OF UNDERSTANDING BETWEEN

THE SAN FRANCISCO HOUSING AUTHORITY

AND

THE PAINTERS DISTRICT COUNCIL # 16

OCTOBER 1, 2001 THROUGH SEPTEMBER 30, 2005

EXHIBIT A

MEMORANDUM OF UNDERSTANDING BETWEEN

THE SAN FRANCISCO HOUSING AUTHORITY

AND

THE PAINTERS DISTRICT COUNCIL # 16

OCTOBER 1, 2001 THROUGH SEPTEMBER 30, 2005

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PREAMBLE

This Memorandum of Understanding (hereinafter "MOU") is entered into by the San Francisco Housing Authority (hereinafter "Authority") and the Painters District Council # 16 (hereinafter "Union"), The Authority and the Union (hereinafter "Parties") mutually acknowledge their commitment and obligation to provide the highest possible quality of service to the clientele of the Authority. In discharging this commitment, the Parties reaffirm their responsibility to deliver service in the most efficient, effective and courteous manner at all times. The Parties agree to comply with all applicable laws, including provisions of the *Meyers-Milias-Brown Act* and all administrative regulations promulgated by the Department of Housing and Urban Development (hereinafter "HUD"), including Authority policies, procedures and practices that are not inconsistent with this MOU.

ARTICLE I
EFFECT AND TERM OF AGREEMENT

It is understood and agreed that the provisions of this MOU shall prevail over Authority practices and procedures and over State laws to the extent permitted by such law, and that in the absence of specific MOU provisions, such practices and procedures are discretionary with the Authority to the extent permitted by State law. In no instance will Authority policies and procedures confer upon covered individuals benefits greater than those specifically provided for under the provisions of this MOU. This MOU is made and entered into as of the 1st day of October, 2001, by and between the Parties. The Parties agree to the provisions of the following articles through September 30, 2005.

ARTICLE II
SUPPORT OF AGREEMENT

Except as otherwise provided for herein, the Parties agree to support this MOU for its term and neither will appear before the other to seek change or improvement in any matter subject to the negotiation process, except by mutual agreement of the Parties.

ARTICLE III
SEVERABILITY

If any provision of this MOU is held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. In the event of suspension or invalidation of any article or section of this MOU, the Parties agree to meet and negotiate within sixty (60) days after such determination to arrive at a mutually satisfactory replacement for such article or section.

ARTICLE IV
ZIPPER CLAUSE

This MOU contains the full and entire understanding of the Parties regarding the matters herein and may only be modified in writing upon mutual consent of the Parties. The Parties agree that all past practices, side letters and other understandings between the Parties, not expressly memorialized and incorporated into this MOU, shall no longer be enforceable.

ARTICLE V
MANAGEMENT RIGHTS

1. Except as otherwise provided herein, it is understood and agreed that the Authority retains all of its powers and exclusive rights to organize, direct, manage and control its operations to the fullest extent of the law, including but not limited to, the right to determine its organization; direct the work of its employees; establish the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing these services; establish policies, goals and objectives; determine staffing patterns, including the number and kinds of personnel required; maintain the efficiency of Authority operations; build, move or modify facilities; determine and establish budgetary procedures and allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. Additionally, the Authority retains the right to classify duties, allocate positions to classes, hire, classify, assign, evaluate, promote, discipline and terminate an individual's employment.

2. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Authority, the adoption of policies, rules, procedures, and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this MOU; and then only to the extent such specific and express terms are in conformance with law.

3. The Authority retains its right to amend, modify or suspend policies, procedures and practices referred to in this MOU in cases of emergency as provided in Public Contract Code Section 20654. Any amendment, modification or suspension shall be for a period no longer than the length of the emergency.

ARTICLE VI
REPRESENTATION & SECURITY

The Union has been certified by the Housing Authority Commission as the exclusive representative for Painters, Apprentices, Painter Foremen and Painter General Foremen. This MOU applies to employees in these classes who are employed in the Maintenance Program. All individuals covered by this MOU on its effective date, who are Union members in good standing, shall remain so.

ARTICLE VII
UNION RIGHTS

The Union's designated officers (Business Representatives and Stewards) shall have the following rights in addition to the rights contained in any other section of this MOU.

- The right to job specifications, performance standards and rules of conduct that will enable the Union to fulfill its role as the certified representative of the individuals dispatched under this MOU.

- The right to distribute this MOU to individuals dispatched to the Authority.

- The right to hold meetings on an "as needed" basis with members; however, such meetings shall be held prior to or after normal working hours, whenever possible.

- The Union shall be entitled to appoint a maximum of two (2) Stewards who are Journey Painters, and who shall in addition to their normal work, be permitted to perform during working hours, Union duties that cannot be performed at other times. Such duties shall be performed as expeditiously as possible and the Authority shall allow Stewards a reasonable amount of time for the performance of said duties. The Union shall immediately notify the Authority in writing of each Steward appointment.

ARTICLE VIII
WORK COVERED

The scope of work covered by this MOU is the exterior and interior painting and drywall finishing of all residential, offices and other buildings, including hallways and walkways of the authority, except new construction. Covered work shall include, but not necessarily be limited to the following:

- Painting, taping, topping, texturing & sanding of drywall surfaces.
- Painting lines, arrows, signage bumpers etc. on road and parking lots.
- Application of water repellant or waterproofing materials applied by brush, roller or spray apparatus.
- Sandblasting, steam cleaning, building washing and all methods used to remove paint, caulking or spackling from any and all surfaces.
- The care and cleaning of all tools & equipment used by painters.

ARTICLE IX
NONDISCRIMINATION

1. The Authority agrees not to discriminate against any employee because of membership in the Union or because of any activities on behalf of the Union. In any event, such activities shall not interfere with the normal operations of the Authority.

2. The Parties agree to support the principles of Equal Employment Opportunity and will obey all laws and regulations regarding discrimination against any employee or applicant for employment because of religion, race, color, national origin, age, sex, sexual preference, or disability. The Authority will not, nor will the Union cause the Authority to, discharge or otherwise discriminate against any employee based on any of the above categories.

ARTICLE X
SAFETY & SECURITY

1. The Parties agree that it is in the best interests to all concerned to provide a safe, secure, and healthy working environment. The Authority and the individuals covered by this MOU agree to abide by the safety standards established by the State Department of Industrial Relations and comply with the Occupational Safety and Health Act.

2. To assure that health and safety hazards are handled in a timely fashion, the following procedures shall be followed: (1) employees shall report health or safety hazards to their immediate supervisor; (2) if the immediate supervisor is unable to abate the hazard, the matter shall be referred to the Authority's Director of Occupational Safety & Health who will meet with the employee and immediate supervisor regarding the matter; (3) if the matter cannot be resolved by the Authority's Occupational Safety & Health Director, it will be referred to that individual's immediate superior.

3. Among the individuals covered by this MOU, at least two (2) Apprentice/Journey Painters shall be certified in Hazardous Material & Asbestos removal.

ARTICLE XI
LABOR / MANAGEMENT COMMITTEE

The Parties agree to continue the Labor/Management Committee that will meet as mutually agreed to discuss employment conditions. The committee membership shall consist of no more than two (2) Union members who are Authority employees and no more than three (3) individuals selected by Authority. The Union may select additional individuals who are not Authority employees.

ARTICLE XII
OUTSIDE CONTRACTING / COMPETITIVE BIDDING

1. Authority Resolution No. 2304 regarding Competitive Bidding authorizes and directs management to engage in outside competitive contracting at its discretion. All work that is put out to bid will be at the prevailing wage rates for the appropriate classifications in accordance with the regulations established by the Department of Housing and Urban Development, the policies of the Authority, federal regulations where Davis-Bacon wage rates are required, and local ordinances when city funds are utilized.

2. The Authority shall notify the Union in writing within ten (10) working days following the Board of Commissioners award of the contract, the name of the contractor(s), the starting date and the location of the project(s).

ARTICLE XIII
NO STRIKES

1. The Parties agree there shall be no strike, lockout or work stoppage by either party. The Union may withhold individuals from dispatch or picket the Authority for non-payment of wages or trust fund contributions. The curtailment of operations for business reasons shall be at the sole discretion of the Authority and shall not be considered a lockout.

2. The observance of the picket line of another organization sanctioned by San Francisco Building and Construction Trades Council or the San Francisco Central Labor Council shall not be considered a violation of this article.

ARTICLE XIV
EMPLOYEE SELECTION

1. Initial Hiring

Upon faxed or E-mailed notification by the Authority Human Resources staff, the Union shall expeditiously dispatch the requested classes and numbers of individuals to the Authority's Human Resources office for processing and hiring.

2. Foreman Selection & Appointment

Foreman selection and appointment shall occur from the Journey Painter ranks and shall take into consideration both seniority and qualifications. Selection and appointment is conditioned upon the individual having been a Journey Painter with the Authority for at least eighteen months (18) months and having received at least a *"Standards Achieved"* rating on their latest performance evaluation. The Union shall be notified of all such appointments and compensation at the higher rate will begin on the first day that the individual begins to perform the higher level duties. During the period of this MOU, there shall always be at least one (1) Foreman.

3. Paint Inspector

Prospectively, for the duration of this MOU, one (1) Journey Painter position shall be designated to perform Inspector duties. Prior to the arrival of the assigned painter(s), the Inspector will conduct an on-site evaluation to determine the amount and types of work needing to be performed, the materials needed and the estimated time to complete the project. Inspector activities may or may not comprise 100% of the workday depending on the number of projects to be completed. Selection and appointment of the Inspector shall occur from the Journey Painter ranks and shall take into consideration both seniority and qualifications. The individual occupying the Inspector position may be assigned to perform normal Journey Painter activities when needed.

4. Apprentices

The Parties agree that every effort shall be made to recruit Apprentices from the public housing resident and Section 8 population in recognition of the federal requirement that the Authority's work force consist of 25% of these individuals.

ARTICLE XV
STATUS, SENIORTY & LAYOFF

1. Individuals are on probationary status for the first sixty (60) calendar days of their employment and may be discharged during this period without cause and without recourse through the grievance procedure. At the Authority's discretion,

workdays missed during this time may be added to the end of the probationary period.

2. Individuals who pass the sixty (60) day probationary period will accrue seniority from their initial hire date.

3. Seniority is defined as the length of continuous paid employment in the Authority's Maintenance Program. Seniority shall be retained, but shall not accrue during unpaid leaves of absence that exceed thirty (30) calendar days in length. Lay-off and re-hire shall be based on accrued seniority in accordance with these provisions.

4. Lay-off notice shall be in writing stating the reason(s) for lay-off. Individuals being laid off will be sent home at the close of business immediately following receipt of the written notice; however, their names will remain active on the payroll for three (3) additional days before being terminated. Final paychecks will be distributed at the time of notice and will include the three (3) additional days pay.

5. In accordance with the above seniority provisions, individuals who are laid off shall have re-hire rights to the class from which they were laid off for a maximum period of twelve (12) months following the employment termination date.

6. The provisions of this article do not distinguish between regular and temporary appointments.

ARTICLE XVI
PERFORMANCE & DISCIPLINE

1. The Authority reserves the right to establish performance standards for all classifications covered by this MOU. Any probationary employee without who does not meet acceptable standards of performance shall be instructed to cease work and return to the Union Hall. That individual shall not be dispatched to the Authority for future jobs. Discharge for cause after sixty (60) calendar days of employment is subject to the grievance procedure.

2. The Authority shall establish reasonable rules and regulations concerning the conduct and performance of individuals covered by this MOU. The Union shall be given prior notice of the establishment of such rules and regulations. The standard Authority *Performance Evaluation Factors (*Appendix A).

3. The Authority reserves the right to take appropriate disciplinary action including, the immediate dismissal of individuals for violation of the Rules of Conduct or failure to meet performance standards as outlined in Appendix A . Violation of the Rules of Conduct shall include, but not be limited to possession of

intoxicants (including alcohol and drugs) on the Authority's premises; being under the influence of intoxicants (including alcohol and drugs) during working hours; insubordination; theft; falsification of records, including employment records, work records or time cards; gross negligence; dishonesty; fighting or inciting others to fight on Authority premises or during working time; failure to possess a valid California driver's license if required by the job description or uninsurability by the Authority's insurance carrier; unauthorized use of the Authority's property or vehicles; deliberate destruction of any property not belonging to the employee; concealment of defective work; sleeping on the job, failure to report to work for two (2) consecutive work days without notice to the Authority; and excessive tardiness. The Union shall not dispatch to the Authority individuals who have been discharged for cause.

ARTICLE XVII
EMPLOYEE / EMPLOYER DISPUTE ARBITRATION

All disputes or controversies arising out of, or relating to, an application for employment, employment and/or termination of employment will be settled exclusively by final and binding arbitration before an arbitrator selected by the Parties. By way of example only, such claims include claims under federal, state, and local statutory or common law, such as the Age Discrimination in Employment Act, Title VII the Civil Rights Act of 1964, as amended, including the amendments of the Civil Rights Act of 1991, the Americans with Disabilities Act, California Fair Employment and Housing Act, Family Medical Leave Act, California Family Rights Act, the law of contract, and the law of tort. Each individual covered by this MOU shall sign a letter to abide by this provision.

ARTICLE XVIII
GRIEVANCE PROCEDURE

The following procedures are adopted by the Parties to provide for the orderly and efficient disposition of grievances and are the sole and exclusive procedures for resolving grievances as defined herein.

1. Definition

A grievance shall be defined as any dispute that involves the interpretation, application of, or compliance with this MOU. Grievances that proceed beyond step one of the process may be filed only by the Union. The Parties agree that the grievance procedure and arbitration are the sole remedy for resolving disputes that arise from this MOU.

2. Eligibility

All members of the bargaining unit can use the grievance process as a method to resolve alleged violations of specific provision(s) of this MOU. The process is

also available to the Union for the resolution of issues as defined under **Definition** above. The Union shall initiate the grievance process at Step Two.

3. Time Limits

The time limits set forth herein may be extended or waived by mutual agreement of the Parties. Any such agreement must be confirmed in writing. For purposes of time calculation, a "day" is defined as a "working day"; thus, excluding weekends and holidays. Failure by the Authority to respond within the time limits at any level shall be implied as a negative response to the grievance and the Union shall have the right to proceed to the next level. Failure by the Union at any step in the process to adhere to specified time limits shall nullify the grievance and the right to grieve shall be waived and lost.

4. Steps of the Procedure

The grievance procedure is a four-level sequential process. Except for grievances involving multiple employees, all employee-initiated grievances must begin at Step One of the procedure. The step procedures set forth herein may be modified or waived by mutual agreement of the Parties. Any such agreement must be in writing.

A. Step One - Immediate Supervisor

An employee shall first attempt to resolve the alleged violation or dispute with his/her immediate supervisor. Not later than the tenth (10^{th}) working day after an employee knew, or should have known, of the alleged violation, the employee and/or his/her representative shall memorialize in written form the grievance to the employee's immediate supervisor and, thereafter, explain orally the grievance to the employee's immediate supervisor. The supervisor shall memorialize in written form a decision and present it to the employee and/or her/his representative within seven (7) working days of receiving the grievance in written form.

B. Step Two - Human Resources Director

If the alleged violation is not resolved informally with the immediate supervisor, the Union shall submit the grievance on behalf of the represented employee, in writing, to the Human Resources Director within seven (7) working days after receipt of the immediate supervisor's decision. Union initiated grievances shall commence at this step in the process. The Union must file a written grievance with the Human Resources Director within seven (7) working days of the Step One decision. The Human Resources Director or designee shall render a written decision setting forth the Authority's position within ten (10) working days after receipt of grievances at this level.

Skelly hearings involving disciplinary actions occur at this level, but are not subject to the filing time frames contained in these provisions.

C. Step Three - Executive Director

If the response from the Human Resources Director is unsatisfactory to the employee and/or the Union, the Union may elevate the grievance to the Executive Director or designee within seven (7) working days after receipt of the Step Two decision. The Executive Director or designee may convene a grievance meeting within fifteen (15) working days with the Union and one (1) bargaining unit member in addition to the grievant. The Executive Director shall respond to the grievance within fifteen (15) working days of the meeting, or if none is held, within twenty (20) working days of receipt of the appeal from the Step Two response. Grievances alleging improper dismissal must be filed in writing at Step Three, within seven (7) working days after such dismissal.

D. Step Four - Arbitration

If the Union is dissatisfied with the Step Three response, it may appeal by notifying the Executive Director, in writing, within fifteen (15) days of the Step Three decision that arbitration is being invoked. The Parties shall select an arbitrator within fifteen (15) days of receipt of the Unions written notice of its intent to arbitrate.

E. Accelerated Grievance Procedure

In the event there is a dispute regarding the implementation or application of this MOU that immediately affects the Union or a substantial number of its members, and that will result in harm for which monetary relief would be an insufficient remedy, either party may request, and with agreement from the other party, may submit the grievance immediately to the appropriate level agreed to by the Parties thus, bypassing all lower levels. The Union must notify the Authority in writing of its intent to request use of the Accelerated Grievance Procedure within ten (10) working days after the Union knew or should have known of the alleged violation.

F. Arbitration, Arbitrators & Fees

1. The Parties agree that any arbitration decision will be binding on all parties.
2. The arbitrator shall be selected by mutual agreement of the Parties. If the Parties are unable to agree upon an arbitrator, they shall request a list of five (5) arbitrators from the California State Mediation and Conciliation Service. Upon receipt of such list, the Parties shall alternately strike one (1) name from the list until one (1) name remains. The party striking the first name shall be determined by the flip of a coin.
3. Except when an agreement of the facts is submitted by the Parties, it shall be the duty of the arbitrator to hear and consider the evidence submitted by the Parties, make written findings of fact,and render a

disposition that shall be final and binding on the Parties. The arbitrator shall have no power to amend this agreement or to recommend amendment.

4. Fees and expenses incurred for the arbitrator shall be borne equally by both parties. Fees and expenses incurred for a reporter shall be borne solely by the party requesting such service. If both Parties agree to the reporter services, the fees and expenses shall be shared equally by the Parties.

ARTICLE IXX
WORK CLOTHING, TOOLS & EQUIPMENT

1. Within fifteen (15) days following initial appointment, the Authority shall provide two (2) sets of the required uniform items that individuals must wear along with their photo ID badges during work hours. Each fiscal year thereafter, the Authority will continue to provide a total of three (3) additional sets of uniform items per employee, to be distributed on or about November 15th and May 15th.
2. The Authority shall provide necessary tools and equipment to perform the required work. Individuals shall not bring to work, or be requested by the Authority to supply personal tools or equipment. Should an employee bring such tools to work, it is done so at the employee's peril.
3. The Authority shall provide one (1) two-way radio per 2 person paint crew with users of the radio to undergo FCC training in its use. The radios shall be used only for work related purposes.
4. The Authority shall provide inclement weather gear when and where conditions dictate.

ARTICLE XX
WAGES & FRINGE BENEFITS

1. The Journey Painter and Taper <u>total taxable hourly wage</u> exclusive of non-taxable fringe benefits shall be increased in accordance with the following schedule and as detailed in Appendix B.

January 1, 2002 - 4.5%

October 1, 2002 - 5.25%

October 1, 2003 - Same percentage increase that CCSF negotiates for Painters from July 1, 2003 to June 30, 2004. The entire increase shall be applied October 1, 2003.

October 1, 2004 - Same percentage increase that CCSF negotiates for Painters from July 1, 2004 to June 30, 2005. The entire increase shall be applied October 1, 2004.

2. In accordance with the above effective dates the Inspector taxable hourly wage shall be 5% above the Journey Painter taxable hourly wage, and the Foreman taxable hourly wage shall be 10% above the Journey Painter taxable hourly wage.

3. The Apprentice wage rates shall be those of *Apprentice Percentage Schedule* in the Painters' Master Agreement(s) (PMA) in effect during the period of this MOU.

4. Fringe benefits shall be those identified in the PMA and contributions will be made in accordance with the provisions contained in Appendix B of this MOU. Fringe benefit allocations will be paid to the appropriate trust fund and any reallocation or formula changes shall occur only on July 1st of each year of this MOU. The Union shall notify the Authority in writing of any such changes and reallocations shall be effective no later than the second pay period following receipt of such notice.

5. Individuals covered by this MOU who are duly certified and trained to perform hazardous material related activities and who are required to perform such activities that involve the wearing of protective equipment, shall be paid one dollar ($1.00) per hour above their normal taxable hourly wage for the actual number of hours spent working in this capacity.

ARTICLE XXI
WORKDAY, WORKWEEK & OVERTIME

This article defines the normal hours of work and overtime provisions and shall not be construed as a guarantee of hours of work per day nor of days of work per week.

1. WORK DAY

The normal workday shall be eight (8) hours between the hours of 8:00 A.M. and 4:30 P.M.

2. WORK WEEK

The normal workweek shall consist of 40 hours of work, Monday through Friday.

3. SHOW-UP TIME

When an individual has been directed to report to work and there is no work provided by the Authority, he/she shall be paid (4) hours show up time. If after reporting to work, inclement weather results in the inability to perform the required work, the individual shall be entitled to show up time only if they remain on the job site for at least two (2) hours while waiting for the weather to improve. If the supervisor cancels the workday because of inclement weather prior to the

two (2) hour mark, individuals shall receive two (2) hours pay. If the individual works at least four (4) hours and inclement weather causes the workday to be cancelled, the individual shall be paid for the actual hours worked.

4. OVERTIME

A. When workload necessitates or emergencies arise, the Authority has the right to request individuals to work more than eight (8) hours. Overtime will be paid according to the following schedule.

Weekdays - In excess of 8 hours, up to 12 hours = Time and one-half (1½x).

Weekdays - In excess of 12 hours = Double Time (2x).

Saturdays & "Designated Off Days" - Up to 8 hours = Time and one-half (1½x), in excess of 8 hrs = Double time (2x).

Sundays & Holidays – Double Time (2x) for all hours worked.

B. Individuals who are working on overtime rates prior to midnight, and who continue to work past midnight, shall be treated as working one continuous day for overtime calculation purposes. (Midnight under this scenario will not be considered a new day and the individual shall continue to receive the overtime rate as long as he/she works continuously).

5. HOLIDAYS

Recognized holidays are New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving, the Friday following Thanksgiving Day, and Christmas Day. If any of the above holidays fall on a Saturday the preceding Friday shall be observed as the holiday. Holidays that fall on Sunday, the following Monday shall be observed as the holiday. Except for the preceding holidays, individuals desiring to work shall be allowed to do so, even if the Authority is otherwise closed for business, (e.g. Admissions Day).

6. MEAL PERIODS

Meal periods are one half (½) hour, do not count as time worked, and are not compensable in any way.

7. CALL BACK

Call back pay shall be a minimum of two (2) hours and subject to the overtime provisions in this MOU, if applicable.

ARTICLE XXII

LEAVES

1. **Bereavement Leave**

   A. Paid leave due to the death of an employee's parent(s), stepparent(s), grandparent(s), parent(s)-in-law, spouse, domestic partner, child, sibling, grandchild, step child, adopted child, legal guardian or any person who is permanently residing in the household of the employee shall not exceed three (3) days and shall be taken within thirty (30) calendar days of the date of death. Two (2) additional working days shall be granted if travel of over seventy-five (75) miles is required as a result of the death.

   B. Paid leave due to the death of other relatives shall not exceed one (1) working day and shall be taken within thirty (30) calendar days of the date of death. Two (2) additional working days shall be granted if travel of over seventy-five (75) miles is required as a result of the relative's death.

   C. The Authority may require the employee to produce documentation validating the legitimacy of the claim. Failure to produce documentation will invalidate a request for paid bereavement leave.

2. **Witness or Jury Duty Leave**

   Paid leave up to a maximum of sixteen (16) working days shall be granted to any individual while going to and from or while serving on jury duty, or answering a subpoena in any case that they are not a litigant. Any jury or witness fee awarded, excluding mileage, shall be deposited with the Authority upon receipt by the individual.

This MOU has been entered into in accordance with the provisions contained in article I, on this _____ day of January 2002 by the following:

SIGNATORIES

Painters' Negotiation Team:

_____

Mark Van Zevern, Business Agent

_____

Gussie Breaux, Journey Painter/Steward

Housing Authority Representative:

_____

Paul Howard, Chief Negotiator

APPENDIX B

PAINTERS DISTRICT COUNCIL 16 – MAINTENANCE PROGRAM TAXABLE HOURLY WAGE SCHEDULE EFFECTIVE 12/31/01

Class	Current Taxable Wage	MOU Provision	New Taxable Wage
Painter, Apprentice	PMA Apprentice % Schedule	PMA Apprentice % Schedule	PMA Apprentice % Schedule
Painter, Journey	$28.21	4.5% increase	$29.48
Taper	$28.96	4.5% increase	$30.26
Painter, Inspector	$0	5%> Painter, Journey	$30.95
Painter, Foreman	$33.45	20%>Painter , Journey	$35.37

FRINGE BENEFIT CONTRIBUTIONS

Separate and apart from the supplemental dues and trust fund contributions that are union/employee elected or required, the Authority shall contribute to the Vacation/Holiday Trust Fund in accordance with following schedule. The contributions shall not be cumulative.

Effective Date	Hourly Contribution
10/01/02	$0.30
10/01/03	$0.60
10/01/04	$1.00